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

CHAMBER RULES

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

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

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

1. Call to Order.

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

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

2. Invocation – Commissioner Bergosh.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamations.

   Recommendation: That the Board adopt the following Proclamations:

   A. The Proclamation commending and congratulating Andrew Huffman, a Veteran's Service Officer in the Veteran's Affairs Department, on his selection as the "Employee of the Month" for November 2020;

   B. The Proclamation calling upon citizens to observe the entire week of November 8, 2020, through November 14, 2020, as Veteran's Week, in tribute to those who have thus added strength to the Nation and in renewed dedication to their work, building peace with honor among all nations; and

   C. The Proclamation, commending and congratulating Lieutenant General Duane D. Thieesen for his many years of service and upcoming retirement.

   C. to be distributed under separate cover.

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

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

8. 5:31 p.m. Public Hearing for Consideration of Adopting an Ordinance Creating Volume 1, Chapter 18, Article VII, Sections 18-351 through 18-355 of the Escambia County Code of Ordinances.

Recommendation: That the Board adopt and authorize the Chairman to sign an Ordinance creating Volume 1, Chapter 18, Article VII, Sections 18-351 through 18-355 of the Escambia County Code of Ordinances, providing for regulation of the sale of motor vehicles unless conducted by a business within Escambia County.

9. 5:32 p.m. Public Hearing for Consideration of Amendments to Volume 1, Chapter 18, Article VI, Sections 18-314 through 18-324 of the Escambia County Code of Ordinances.

Recommendation: That the Board adopt and authorize the Chairman to sign an Ordinance amending Volume 1, Chapter 18, Article VI, Sections 18-314 through 18-324 of the Escambia County Code of Ordinances, providing for additional consumer protections related to itinerant vendor sales occurring in Escambia County.

10. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the August 2020 Returns Collected in September 2020

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the August 2020 returns received in the month of September 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the twelfth month of collections for the Fiscal Year 2020; total collections for the month of August 2020 returns was $938,397.86; this is a 22.34% decrease over the August 2019 returns; total collections year to date are 20.61% less than the comparable time frame in Fiscal year 2019.

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

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended September 30, 2020, as required by Ordinance Number 95-13. On September 30, 2020, the portfolio market value was $316,863,867 and portfolio earnings totaled $259,958 for the month. The short term portfolio achieved a yield of 0.57%. The long-term CORE portfolio achieved a yield of 0.18%.

3. Recommendation Concerning the Acceptance of Documents Provided for Filing with the Board's Minutes

That the Board accept, for filing with the Board's Minutes, Closing Documents for the sale of surplus property at 3722 James Street, based on the Board's action on July 10, 2014, CAR II-7, authorizing the surplus and sale of real properties and authorizing the Chairman to sign all documents related to the sale.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held October 8, 2020;

B. Approve the Minutes of the Attorney-Client Session held October 15, 2020;

C. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held October 15, 2020; and

D. Approve the Minutes of the Regular Board Meeting held October 15, 2020.

GROWTH MANAGEMENT REPORT

I. Public Hearing

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

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

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2020-07or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

Case No.:	**Z-2020-07**
Address:	900 BLK Dog Track Road
Property Reference No.:	25-2S-31-1302-000-001 and 25-2S-31-2402-000-000
Property Size:	20.43 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban and MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Joe A. Rector, Jr., Mullins LLC, Agent for Bellview Development Company, Inc. / Linda O'Neill
Planning Board Recommendation:	Approval
Speakers:	Joe Rector

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

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

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Removing a Parcel from the County DSAP and Assigning a Compatible FLU - OSP-2020-01

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity, (DEO), an Ordinance amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing a parcel within Section 03, Township 1N, Range 31W, Parcel Number 1302-000-001, totaling 10.05 (+/-) acres, located on N. Highway 29, from the Escambia County Mid-West Sector Plan; further amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use Map, assigning a Future Land Use category to a parcel within Section 03, Township 1N, Range 31W, Parcel Number 1302-000-001, totaling 10.05 (+/-) acres, of Mixed-Use Suburban (MU-S).

This hearing serves as the first of two public hearings.

Please note that the October 1, 2020, GMR Consent Item included an inadvertent reference to the "Muscogee Detailed Specific Area Plan." It should have read "Jacks Branch Detailed Specific Area Plan."

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Removing a Parcel from the County DSAP and Assigning a Compatible FLU - OSP-2020-02

   That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity, (DEO), an Ordinance amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing a parcel within Section 03, Township 1N, Range 31W, Parcel Number 3401-000-000, totaling 19.34 (+/-) acres, located on Pine Top Lane, from the Escambia County Mid-West Sector Plan; further amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use Map, assigning a Future Land Use category to a parcel within Section 03, Township 1N, Range 31W, Parcel Number 3401-000-000, totaling 19.34 (+/-) acres, of Mixed-Use Suburban (MU-S).

   This hearing serves as the first of two public hearings.

   Please note that the October 1, 2020, GMR Consent Item included an inadvertent reference to the "Muscogee Detailed Specific Area Plan." It should have read "Jacks Branch Detailed Specific Area Plan."

5. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, LSA-2019-05

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

   This serves as the second of two public hearings.

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

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

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

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearing

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

December 10, 2020

5:45 p.m. - A Public Hearing - Morgan Cemetery Road Land Clearing Debris Disposal Facility

Summary: Review and approve, modify or deny the permit for Morgan Cemetery Road Yard Trash/Land Clearing Debris Disposal Facility located at 1950 Morgan Cemetery Road.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

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

That the Board accept for filing with the Board's Minutes, the September 3, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Lily Blackburn, CRA Redeveloper 1.

2. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, October 1, 2020 - Clara Long, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the October 1, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Lily Blackburn, CRA Redeveloper 1.

3. Recommendation Concerning the Renewal to the Memorandum of Understanding and Infrastructure Funding Agreement with CareerSource Escarosa and the Department of Education, Division of Vocational Rehabilitation - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Memorandum of Understanding and Infrastructure Funding Agreement:

A. Approve the renewal Memorandum of Understanding between CareerSource Escarosa and Florida Department of Education, Division of Vocational Rehabilitation. The Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 requires that Local Workforce Development Boards, with the agreement of the Chief Elected Officials, develop and enter into MOU with the local Board and the one-stop partners. The MOU renewal will become effective the date of the executed signature through June 30, 2023;

B. Approve the Infrastructure Funding Agreement (IFA) for the One-Stop Career Center System between CareerSource Escarosa (formerly Workforce Escarosa, Inc.) and Department of Education, Division of Vocational Rehabilitation. The IFA is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014. The IFA will become effective the date of the executed signature through June 30, 2023; and

C. Authorize the Chairman to sign the renewal Memorandum of Understanding and Infrastructure Funding Agreement and any additional documents associated with the process.

4. Recommendation Concerning the Renewal of Memorandum of Understanding and Infrastructure Funding Agreement with CareerSource Escarosa and the Florida Department of Education, Division of Blind Services - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Memorandum of Understanding and Infrastructure Funding Agreement:

A. Approve the renewal Memorandum of Understanding between CareerSource Escarosa and Florida Department of Education, Division of Blind Services. The Workforce Innovation and Opportunity Act (WOIA), Public Law 113-128 requires that Local Workforce Development Boards, with the agreement of the Chief Elected Officials, develop and enter into MOU with the local Board and the one-stop partners. The MOU renewal will become effective the date of the executed signature through June 30, 2023;

B. Approve the Infrastructure Funding Agreement (IFA) for the One-Stop Career Center System between CareerSource Escarosa (formerly Workforce Escarosa, Inc.) and Department of Education, Division of Blind Services. The IFA is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014. The IFA will become effective the date of the executed signature through June 30, 2023; and

C. Authorize the Chairman to sign the renewal Memorandum of Understanding and Infrastructure Funding Agreement and any additional documents associated with this process.

5. Recommendation Concerning the 2021 Board of County Commissioners' Meeting/Committee of the Whole Schedule - Janice P. Gilley, County Administrator

That the Board approve the 2021 Board of County Commissioners' Meeting/Committee of the Whole Schedule, as submitted.

6. Recommendation Concerning the Approval and Adoption of the 2021 Holiday Calendar - Janice P. Gilley, County Administrator

That the Board approve and adopt the 2021 Holiday Calendar.

7. Recommendation Concerning Modification #1 to the Subgrant Agreement Between the Division of Emergency Management and Escambia County - Jason Rogers, Public Safety Department Director

That the Board approve and authorize the Chairman to sign Modification #1 to the Subgrant Agreement between the Division of Emergency Management and Escambia County, regarding Escambia County Fire Rescue's request to extend the Agreement for 10 months, ending June 30, 2021.

8. Recommendation Concerning a Memorandum of Understanding Between Escambia County Fire Rescue and the United States Special Operations Command - Jason Rogers, Public Safety Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Understanding (MOU) by and between Escambia County Fire Rescue and the United States Special Operations Command (USSOCOM), that identifies parameters, roles and responsibilities for the unpaid developmental internship program to provide educational experience and learning opportunities that will enable them to develop their technical skills and business knowledge, to expand their understanding of Escambia County Fire Rescue, and to learn about different career paths that may be available.

9. Recommendation Concerning the Revocable License Agreement with the District Board of Trustees of Pensacola State College, Florida, and Escambia County - Patrick Johnson, Waste Services Department Director

That the Board take the following action:

A. Approve the Revocable License Agreement with the District Board of Trustees of Pensacola State College, Florida, and Escambia County, to access a portion of the school's property for a hurricane debris management site; and

B. Authorize the County Administrator to sign the Agreement and any subsequent documents related to acceptance, execution, reporting, no-cost time extension, and amendments to this Agreement, subject to Legal review and approval, without further action of the Board.

10. Recommendation Concerning the Scheduling of a Public Hearing for Adopting the Uniform Method of Collection for Non-Ad Valorem Special Assessments Resolution - Amber McClure, Chief Budget Officer, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on December 10, 2020, at 5:31 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

11. Recommendation Concerning the Contract for the Florida Department of Health for Operation of the Escambia County Health Department - Marie Brady Mott, JD, MS, RDN, CSSD, LDN, Administrator, Florida Department of Health in Escambia County

That the Board take the following action concerning the Contract for the Florida Department of Health in Escambia County:

A. Approve the Florida Department of Health in Escambia County Contract, providing for an effective date for the Contract year of October 1, 2020, through September 30, 2021; and

B. Authorize the Chairman to sign the Contract.

12. Recommendation Concerning Amendments to Standard Construction Contracts - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve Amendments to the Standard Construction Contracts, as follows:

1. Form A: A/E Designed - Exhibit A, General Terms and Conditions, Progress Payments, E-Verify and other non-substantive revisions;
2. Form B: Construction - Exhibit A, General Terms and Conditions, Progress Payments, E-Verify and other non-substantive revisions;
3. Form C: Design/Build - Exhibit A, General Terms and Conditions, Progress Payments, E-Verify and other non-substantive revisions;
4. Form D: Road/Drainage - Exhibit A, General Terms and Conditions, Progress Payments, E-Verify and other non-substantive revisions;
5. Form F: Consulting Services for Task Orders - Exhibit A, General Terms, E-Verify and other non-substantive revisions;
6. Form G: Consulting Services for Stand-Alone Projects - Exhibit A, General Terms, E-Verify and other non-substantive revisions;
7. Form H: Consulting Services for Study - Exhibit A, General Terms, E-Verify and other non-substantive revisions; and
8. Form I: Bridges/Docks/Boat Ramps - Exhibit A, General Terms and Conditions, Progress Payments, E-Verify and other non-substantive revisions.

13. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Soundside Merchants 2020 Lighted Boat Parade - Tim Tolbert, Building Official/Director

That the Board approve the following "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for the Soundside Merchants 2020 Lighted Boat Parade Fireworks Display, to be launched from a barge off Quietwater Beach on December 5, 2020, from 8:00 p.m., to 8:30 p.m.

II. Budget/Finance Consent Agenda

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

That the Board ratify the following November 5, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

Property Owner	Address	Fund	Cost Center	Improvement	Amount	Homestead
Tracey L. and Kimberly T. King	311 Southeast Baublits Drive	151	Warrington-370114	Roof Replacement	$6,000	YES
Katherine K. and Jimmie D. Langham	6533 White Oak Drive	151	Oakfield-370121	Window Replacement	$6,000	YES

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

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

That the Board ratify the following November 5, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of 17 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	Address	Amount
James M. Barnes and Constance R. Barnes	6534 White Oak Dr.	$5,095
Fred and Phyllis Diane Campbell	202 Saint Cedd Ave.	$4,060
Belinda E. Dansby	428 Norris Ave.	$3,675
Vincent Distefano, Jr.	221 Carolyn Way	$3,350
Virgie M. Dortch	4120 Erress Blvd.	$3,960
Mark Furay	3800-B Ward Blvd.	$2,662
Glenda A. Gainey	8768 Hollingsworth Ave.	$5,020
Larry J. and Jaqueline D. Gibbs	1357 Mazurek Blvd.	$5,860
Barbara L. Larkin	2324 Grundy St.	$3,157
Gwendolyn D. Pellet	6215 Vicksburg Dr.	$4,455
David E. Rivers	1317 Dexter Ave.	$6,000
Markus Saage and Juelee E. Riesau	129 Brandon Ave.	$4,495
Richard A. and Karen G. Schrock	8601 Chisholm Rd.	$6,000
Karen Summerville	600 Pelham Rd.	$3,028
Cynthia R. Thornton	9345 Chisholm Rd., N3	$1,183
Joseph and Phyllis M. Tranchina	8457 Meliaceae Dr.	$6,000
Justin T. Williams	6537 White Oak Dr.	$6,000

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

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

That the Board ratify the following November 5, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Roof Program Funding and Lien Agreements:

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

Property Owner	Address	Fund	Cost Center	Improvement	Amount
Leva M. Cook	6490 Bull Run Court	151	Oakfield CRA- 370121	Roof Replacement	$11,900
Ida L. Dubose	186 Overlook Drive	151	Oakfield CRA- 370121	Roof Replacement	$7,795.32
Diane Melton	2500 West Godfrey Street	151	Brownsville CRA-370113	Roof Replacement	$8,977
Evelyn Pate and Samuel Pate	1136 Medford Avenue	151	Palafox CRA- 370115	Roof Replacement	$11,483

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

4. Recommendation Concerning the Contract Award for State Housing Initiatives Partnership Housing Rehabilitation Services for 23 Sandalwood Street - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 23 Sandalwood Street:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement, between Escambia County, Florida; Design Homebuilders, Inc., Contractor; and Wiley Reese, Owner; per the terms and conditions of NED S-R-2020-19, NED SHIP Housing Repair for 23 Sandalwood, for $34,355; and

B. Authorize the issuance of a Purchase Order.

Vendor/Contractor	Funding	Amount	Contract Number
Design Homebuilders, Inc.	Fund 120/2020 SHIP, Cost Center 370207 or 2021 SHIP/Cost Center 370208	$30,000	NED-S-R-2020-19
	Fund 124/Affordable Housing, Cost Center 370290	$4355	

5. Recommendation Concerning the Conveyance of Tangible Personal Property from Escambia County to Escambia Community Clinics, Inc. d/b/a Community Health Northwest Florida - Cassie C. Boatwright, Facilities Management Director

That the Board adopt and authorize the Chairman to sign a Resolution for the Conveyance of Tangible Personal Property as shown on Exhibit A from Escambia County to Escambia Community Clinics, Inc. d/b/a Community Health Northwest Florida.

6. Recommendation Concerning Street Name Approval of “Via Celeste" and “Via Azzurro” - Horace Jones, Development Services Department Director

That the Board take the following action concerning two street names requested by David Tiller, P.E.:

A. Approve the street name “Via Celeste,” for a private road running south off the 7100 block of N. Blue Angel Pkwy, approximately 1000 feet west of Pine Forest Road; and

B. Approve the street name “Via Azzurro,” a private road running west, then south and looping back around, off the 6900 block of Via Celeste, approximately 140 feet south of the 7100 block of N. Blue Angel Pkwy.

One hundred percent of the property owners signed the petition. The streets are in Commission District 1.

[Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 211201, Object Code 55201]

7. Recommendation Concerning a Derelict Vessel Removal Grant, in the Amount of $10,600, from the Florida Fish and Wildlife Conservation Commission - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) Agreement No. 20158, relating to the Derelict Vessel Removal Grant for Fiscal Year 2020, which provides up to $10,600 in Grant funding from FWC. There is no County match required under this Grant Agreement.

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

Paragraph 29, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE, (page 17 of 20), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."

Paragraph 31, JURY TRIAL WAIVER, (page 18 of 20), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*."

Vendor/Contractor	Amount	Contract Number	
Florida Fish and Wildlife Conservation Commission There is no County match required under this Grant Agreement Fund 110, Other Grants and Projects Cost Center 220339, Derelict Vessels Grant Fund 110, Other Grants and Projects Cost Center 220807, Vessel Registration Fees	$10,600	FWC 20158	

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 220339, Derelict Vessels Grant; Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration Fees. There is no County match required under this Grant Agreement.]

8. Recommendation Concerning the Surplus and Sale of Two County-Owned Parcels of Real Property Located Along Innerarity Circle - Cassie Boatwright, Director, Facilities Management

That the Board take the following action concerning the surplus and sale of two County-Owned Parcels of Real Property Located Along Innerarity Circle:

A. Declare surplus two County-owned parcels of real property located along Innerarity Circle, located in District 2; specifically, Lot 3, Blk G, The Cove, 5600 Blk Innerarity Circle (Ref#: 15-3S-32-1102-003-007), and Lot 3, Blk H, The Cove, 5600 Blk Innerarity Circle (Ref #: 15-3S-32-1102-003-008);

B. Add a stipulation that both parcels must be sold together, as one (Property), and that the Property is conveyed subject to the restriction that Grantee use the Property solely for right-of-way purposes and construction of a cul-de-sac or other road structures that facilitate egress from Innerarity Circle; this restriction will run with the land and be binding on Grantee's heirs, executors, administrators, successors, and assigns, and may be enforced by Grantor or any owner of a lot in the Cove subdivision, Plat Book 9, Page 97 of the public records of Escambia County, Florida;

C. Authorize the sale of the Property to the bidder with the highest offer received at or above the minimum bid, which will be set at the combined total of the Property Appraiser's assessed values;

D. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents necessary to complete the sale of the Property, without further action of the Board; and

E. Upon a determination of Default, allow the County Administrator to authorize retention of any bid deposit that may be paid, and allow the parcels to be put back out for sale, without further Board action.

9. Recommendation Concerning the Authorization for Cumulative Expenditures Over $25,000 in Fiscal Year 2020-2021, for the Department of Natural Resources, for Demolition or Lot Clearing Services - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board authorize cumulative total expenditures over $25,000, in Fiscal Year 2020-2021, to contractors performing demolition or lot clearing services for the Department of Natural Resources, Environmental Enforcement Division, for individual projects of less than $50,000, based on competitive quotes. The request is being made in advance of the cumulative total of expenditures exceeding $25,000 this Fiscal Year for the following vendors:

	Vendor Name	**Vendor No.**	**Approval Amount**
1.	Alfred Morris LLC, dba Morris & Morris Landscaping	426848	$40,000
2.	Andala Enterprises, Inc.	422299	$80,000
3.	Beach Bum Renovations & More, LLC	426916	$40,000
4.	Bellview Site Contractors, Inc.	022702	$50,000
5.	BR Bonner's Hauling, Inc.	020229	$150,000
6.	Castellani Hauling, Inc.	031326	$50,000
7.	Common Area Solutions, Inc.	034266	$40,000
8.	Demolition Pros, LLC	013673	$150,000
9.	Emerald Coast Demolition, LLC	426548	$50,000
10.	HHH Construction of NWF, Inc.	080060	$50,000
11.	Larry Gates Construction	423827	$150,000
12.	Meadows Maintenance, LLC	423915	$100,000
13.	Site and Utility, LLC	420683	$40,000
14.	Southern Girl Botanicals, LLC	194119	$60,000
15.	Carl J Sulaiman, dba Sula Energy Enterprises	426653	$40,000
16.	Welt Demolition, LLC	426655	$40,000
17.	William T Collins, dba Collins Family Land Services	426847	$40,000

[Funding Source: Fund 103, Environmental Code Enforcement Fund, Cost Center 220110, Object Code 53401]

10. Recommendation Concerning the Issuance of Fiscal Year 2020/2021 Purchase Orders, in Excess of $25,000, for the Department of Natural Resources Management - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

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

Vendor/Contractor	Amount	Contract Number
Blue Arbor Staffing & Employee Screening, Inc. Vendor Number: 023818 Employment Services, Term Fund: 001 General Fund Cost Center 220105 - General Fund RESTORE Cost Center 221001 - Water Quality Fund: 101 Restricted Fund Cost Centers: 220310 - Tree Fund Ordinance 220334 - Tree Mitigation Fees 221018 - Nat'l Pollutant Discharge System Fund: 108 Tourist Development Cost Center: 220805 Marine Resources Fund: 110 Other Grants and Projects Cost Centers: 221011 - Urban Forestry Grant 221026 - EPA Jackson Lake 221028 - NFWF Living Shoreline Fund: 117 Perdido Key Beach Mouse Fund Cost Center 220335 - Perdido Key Beach Mouse Fund: 118 Gulf Restoration Fund Cost Centers: 222002 - NFWF #45910 Bayou Chico 222004 - FWC15153 Artificial Reef 222007 - FDEP#RES04 Beach Haven II 222008 - EPA Bays Estuary Program 222009 - P&P Bays Estuary Program 222010 - EPA MX Trash Reduction 222030 - RESTORE Planning Assistance 222044 - NRDA Carpenter Creek Headwater DH006	$150,000	Original Contract PD 17-18.055 Approved by BCC 8-2-2018 2nd Renewal Through 8-16-2021 Approved by BCC 8-06-2020

[Fund 001, General Fund, Cost Center 220105 and 221001; Fund 101, Restricted Fund, Cost Centers 220310, 220334 and 221018; Fund 108, Tourist Development Fund, Cost Center 220805; Fund 110, Other Grants and Projects Fund, Cost Centers 221011, 221026, 221028; Fund 117, Perdido Key Beach Mouse, Cost Center 220335; Fund 118, Gulf Restoration Fund, Cost Centers 222002, 222004, 222007, 222008, 222009, 222010, 222030 and 222044]

11. Recommendation Concerning the Single Patient Agreements for Fresenius Kidney Care for Dialysis Services and Delegation of Signatory Authority to Dr. Rayme Edler, Escambia County Medical Director - William R. Powell, Director of Corrections

That the Board take the following action:

A. Approve the additional paragraph that Fresenius Kidney Care has requested to add to the previously approved Single Patient Agreement for Dialysis Services Agreement required by treating facilities; and

B. Authorize Dr. Rayme Edler, Escambia County Medical Director, to sign the Single Patient Agreements for Fresenius Kidney Care.

12. Recommendation Concerning the Issuance of a Fiscal Year 2020-2021 Purchase Order, in Excess of $25,000, for Replacement of a Walk-In Freezer at the Work Annex, for the Corrections Department - William R. Powell, Director of Corrections

That the Board, for Fiscal Year 2020/2021, approve the issuance of a blanket and/or individual purchase order, in excess of $25,000, under for the Corrections Department:

Vendor/Contractor Lynn A. Berky d/b/a/ Johnstone Supply Fund: 111 Detention/Jail Commissary Cost Center: 290406	**Amount** $44,564	**Contract Number** Quote & Vendor Registry (No response)	

13. Recommendation Concerning the Acceptance of the Florida Department of Law Enforcement Justice Assistance Grant Countywide Program Subgrant, in the Amount of $41,133, for the Federal Fiscal Year 2019-2020 Jail Alternative Initiative Project and Corrections Tactical Response Team (TRT) - William R. Powell, Director of Corrections

That the Board take the following action concerning the Justice Assistance Grant for the Federal Fiscal Year 2019-2020 Jail Alternative Initiative project:

A. Approve the acceptance of the Justice Assistance Grant (JAG) Countywide Program subgrant award, in the amount of $41,133, related to the Federal Fiscal Year 2019-2020 Jail Alternative Initiative and Corrections Tactical Response Team (TRT) Officer Training and Supplies Project;

B. Authorize the Chairman to sign the Acceptance of Federal Funding Assistance; and

C. Authorize the Chairman, as the County's authorized official, to execute any amendments or other related documents as may be required for the Jail Alternative Initiative and Tactical Response Team Officer Training and Supplies Project.

14. Recommendation Concerning the Employee Leave Incentive Program/Leave Buyback - Jana Still, Human Resources Department Director

That the Board take the following action concerning the Employee Leave Incentive Program:

A. Approve the employee buyback program for this fiscal year for eligible participating employees of the Board of County Commissioners and other elected officials; and

B. Waive the BCC Annual Leave Incentive Policy - Section II, C27 and the Human Resources Policy found in Section 9.3(d)-(e), which states that the amount of hours remaining after the sale of leave must be a minimum 240 hours and the maximum amount of hours sold back annually not exceed 40 hours, and allow eligible employees to sell back a maximum of 80 hours of qualifying leave with a minimum remaining balance of 100 hours of combined qualifying leave.

[Funding Source: Various Funds]

15. Recommendation Concerning Group Medical Insurance - Jana Still, Human Resources Department Director

That the Board takes the following action concerning Group Medical Insurance:

A. Approve the renewal action with Great Midwest Insurance Company as the County's Stop Loss Carrier from January 1, 2021, to December 31, 2021; and

B. Authorize the County Administrator to sign the Great Midwest Insurance Company Health Benefit Plan Excess Loss Coverage Signature Page.

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

16. Recommendation Concerning a Purchase Order, in Excess of $25,000, for Drug, Alcohol, and Nicotine Testing Program - Jana Still, Human Resources Department Director

That the Board approve the issuance of a blanket Purchase Order, in excess of $25,000, for Fiscal Year 2020/2021, based upon the previously awarded or approved annual requirement Contract or Contractual Agreement for the Human Resources Department.

Vendor/Contractor	Amount	Contract Number
Drug Free Workplaces, Inc. Vendor Number: 042368 Cost Center: 150101 Object Code: 53101	$30,000	PD 18-19.020

[Funding: Fund 001, General Fund, Cost Center150101, Object Code 53101]

17. Recommendation Concerning Group Medicare Advantage Agreement - Jana Still, Human Resources Department Director

That the Board authorize the County Administrator to sign the Blue Medicare Group Master Agreement with Blue Cross Blue Shield of Florida, Inc., d/b/a Florida Blue and the Escambia County Board of County Commissioners for Escambia County's Group Medical Insurance.

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

18. Recommendation Concerning the Approval of a Change Order to Purchase Order #210361 to Butler Animal Health Holding Co. LLC., d/b/a Covetrus North America, for Veterinary Supplies for Animal Services - John Robinson, Division Manager, Animal Services

That the Board approve and authorize Animal Services to execute the following Change Order #1, adding funds to the Butler Animal Health Holding Co., LLC, d/b/a Covetrus North America, Purchase Order #210361, to fund animal care and veterinary medical supplies. Covetrus is our main supplier for animal care and veterinary medical supplies. They provide all of our vaccinations, surgical equipment, medications including post-surgical pain meds, gloves, masks, cleaning chemicals, microchips, and many other medical items as needed.

Department:	Building Services
Division:	Animal Services
Type:	Addition
Amount:	$125,100
Vendor:	Butler Animal Health Holding Co., LLC, d/b/a Covetrus North America
Contract:	Virginia Tech Contract # UPG-TG-025-09
Purchase Order #:	210361
Change Order #:	1
Original PO Amount:	$24,900
Change Order Amount:	$125,100
New PO Total:	$150,000

Covetrus North America

Products	**Expenses**
Vaccines, Wormers & Flea Treatments	$53,750
Non-Surgical Medical Supplies	$15,000
Surgical Supplies	$18,750
Cleaning Solution (Rescue)	$7600
Feline Combo Tests	$7500
Heartworm Tests	$3750
Rabies Vaccinations	$3750
Microchips	$15,000
Total	**$125,100**

[Funding: Fund 001, General Fund, Cost Center 250202, Object Code 55201]

19. Recommendation Concerning the Funding Allocation for NAACP Pensacola Branch #5124, "30th Annual Freedom Fund Virtual Event" - Commissioner Jeff Bergosh, District 1

That the Board approve the $500 allocation from Commissioner Jeff Bergosh's discretionary money.

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

20. Recommendation Concerning the Funding Allocation for Boy Scouts of America, Gulf Coast Council "Jerry Pate/Boy Scouts Invitational Golf Tournament" - Commissioner Jeff Bergosh, District 1

That the Board approve the $5,000 allocation from Commissioner Jeff Bergosh's discretionary money.

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

21. Recommendation Concerning the Funding Allocation for Northwest Florida Community Outreach - Commissioner Jeff Bergosh, District 1

That the Board approve the $500 allocation from Commissioner Jeff Bergosh's discretionary money.

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

22. Recommendation Concerning the Funding Allocation for Epps Christian Center "Thanksgiving Meal for the Community" - Commissioner Jeff Bergosh, District 1

That the Board approve the $1,000 allocation from Commissioner Jeff Bergosh's discretionary money.

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

23. Recommendation Concerning the Approval of $1,000 from Commissioner Robert Bender's Discretionary Money for the Epps Christian Ministries Thanksgiving Meal for the Community - Commissioner Robert Bender, District 4

That the Board approve a funding allocation, in the amount of $1,000, from Commissioner Robert Bender's discretionary funds to Epps Christian Ministries to assist them with their Thanksgiving Meal for the Community.

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

24. Recommendation Concerning CARES Act Funding Program Agreements - Janice P. Gilley, County Administrator

That the Board be provided an update on the CARES Family Emergency Financial Assistance and Business Assistance grants and take the following action:

A. Authorize the Chairman to sign the CARES Act attestation form certifying and attesting that Escambia County has incurred or encumbered costs amounting to at least 25% of the total Coronavirus Relief Fund allocation; and

B. Authorize the Chairman to sign the updated Feeding the Gulf Coast Amendment to the CARES Act Funding Program Agreement to lower the total funding from $1,100,000 to $650,000, and to increase the per pound cost from $.50 per pound to $.95 per pound due to higher quotes for food than originally anticipated and to continue to include transportation and distribution costs.

Feeding the Gulf Coast anticipates the utilization of $650,000 dollars through Escambia CARES Act funds to fund 684,000 pounds of the total 1.2 – 1.5 million pounds of food provided in the final quarter of the year. The food will be distributed through traditional pantries, mobile distributions, and the Child Nutrition programs. The anticipated current loss for Feeding the Gulf Coast, if the reimbursement rate is not approved at $.95, is over $103,000.

25. Recommendation Concerning Fiscal Year 2020 Budget Compliance and Fiscal Year 2021 Carryforwards - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board take the following action amending the Fiscal Year 2020 and Fiscal Year 2021 Budgets:

A. Approve the Fiscal Year 2020 Supplemental Budget Amendment #228 to provide for additional budget as required for statutory compliance to not exceed spending authority at the fund level per Florida Statute 129.07; and

B. Approve Fiscal Year 2021 Supplemental Budget Amendment #001 to carryforward unencumbered funds associated with on-going Grants and projects, in the amount of $31,747,990, and encumbered funds associated with Fiscal Year 2020 open Purchase Orders relating to Contracts or equipment purchases, in the amount of $18,854,336.

26. Recommendation Concerning SBA #007 to Increase Fund 119 to Reflect CARES Grant Award - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #007, Fund 119, in the amount of $28,521,104, to reflect the $57,285,296 CARES grant award.

27. Recommendation Concerning Acceptance of the Fiscal Year 2019/2020 Escambia County Expenditure Comparison Summary by Fund Report and Community Partner Reports for the 4th Quarter, which ended September 30, 2020 - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board accept for record the Fiscal Year 2019/2020, Escambia County Expenditure Comparison Summary by Fund Report and Community Partners for the fourth quarter, which ended September 30, 2020.

Previous quarterly financial packages provided the expenditures summary by fund and total by cost center. This financial packet now includes a comparison of revenue over expense as well as revenue summary by fund and total by account. Escambia County ended the year with $14.8 million more in expense than revenue. This is primarily from the construction of the new jail as planned. The County ended the year with expense exceeding revenue by a marginal 3% despite being faced by many challenges including the COVID-19 pandemic beginning in March and Hurricane Sally which made landfall September 16, 2020.

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

28. Recommendation Concerning Approval of Appropriations Agreements for Pensacola-Escambia Promotion and Development Commission, Escambia County Human Relations Commission and United Way - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2020/2021, Appropriations Agreements for Pensacola-Escambia County Promotion and Development Commission (PEDC), Escambia County Human Relations Commission (HRC) and United Way:

A. Approve the Interlocal Agreement Between Escambia County and Pensacola-Escambia County Promotion and Development Commission in the amount of $600,000, to be paid from the Local Option Sales Tax Fund (353), Cost Center 110277;

B. Approve the Miscellaneous Appropriations Agreement for Escambia County Human Relations Commission in the amount of $84,265, to be paid from the General Fund (001), Cost Center 110201;

C. Approve the Miscellaneous Appropriations Agreement for United Way in the amount of $86,190, to be paid from the General Fund (001), Cost Center 110201;

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

F. Authorize the execution of the necessary Purchase Orders.

Miscellaneous Appropriations Agreement for HRC to be distributed under separate cover

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

That the Board authorize the 20 remaining Volunteer Firefighters that submitted an ICS 214 Form that did not meet the minimum requirement of 72 hours but had worked in support of Hurricane Sally Fire Rescue efforts to receive the additional stipend payment, in the amount of $200.

The Public Safety Director is requesting that the Board waive the policy and authorize the other (20) volunteer firefighters who did not meet the minimum 72 hour requirement or work a minimum of 70 hours (as previously approved) to receive the stipend of $200. ECFR members responded to multiple calls from volunteer stations and worked diligently to clear roadways and provide public safety. Members completed their paperwork and have been identified as having participated in response efforts.

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

That the Board, for Fiscal Year 2020/2021, approve the issuance of an individual Purchase Order, in excess of $25,000, based upon quotes obtained utilizing Florida Department of Management Services, Alternate Contract Source Contract, for the Public Safety Department, as follows:

	Vendor/Contractor	**Amount**	**Contract Number**
	Henry Schein, Inc. Vendor #: 131760 Medical Supplies Fund 110, Grants Cost Center: 330305 EMS CARES ACT	$139,800.38	Department of Management Services Contract No: 42000000-18-ACS

[Funding Source: Fund 110, Grants, Cost Center 330305, EMS CARES Act]

Escambia County EMS received $395,998 to support COVID related expenses in Fiscal Year 2019/2020. These funds will be utilized to purchase: Cardiac Arrhythmia Simulators that will show heart rhythms; Eitan Sapphire Infusion Pumps which will be used to regulate IV's; Carefusion Ventilator which is a respiratory therapy breathing machine; and Lifeline ARM which is a IV mannequin. All items are for medical care and to assist Escambia County EMT's and Paramedics to train for, respond to, treat, and transport patients.

31. Recommendation Concerning the approval of a Blanket Order with Dell Marketing LP in the amount of $250,000 - Bart Siders, Information Technology Department Director

That the Board take the following action:

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

B. Authorize the issuance of a Blanket Order for the purchase of new personal computers and other hardware to replace existing equipment for the Information Technology Department of Escambia County, Florida, to Dell Marketing LP, in the amount of $250,000, according to the specifications outlined in Contract # 43211500-WSCA-15-ACS.

Vendor/Contractor	Amount	Contract Number
Dell Market LP Vendor # 040517 Replacement of equipment using Standard Hardware Catalog Fund: 001 Cost Center: 270102 Object Code: 55201	$250,000	Contract # 43211500-WSCA-15-ACS Effective April 1, 2020, and is renewed through July 31, 2021

32. Recommendation Concerning the Approval of a Purchase Order with PC Specialists d/b/a Technology Integration Group, for the Cisco SmartNet License Renewal - Bart Siders, Information Technology Department Director

That the Board authorize the issuance of a Purchase Order, in excess of $25,000, based upon Quote # 044722 for the renewal of the annual support and maintenance of the Cisco SmartNet licenses.

Vendor/Contractor	Fund	Amount	Contract Number
PC Specialists dba/Technology Integration Group Vendor # 150525	Fund: 001 Cost Center: 270102 Object Code: 54601	$98,914.13	Renewal Quote Contract # FL # 43220000-WSCA-14-ACS

Note: Pricing obtained through a competitively bid FL # 43220000-WSCA-14-ACS Contract.

33. Recommendation Concerning the Approval of a Purchase Order with PC Specialists d/b/a Technology Integration Group, for the Escambia County Community Centers, Aruba Access Points - Bart Siders, Information Technology Department Director

That the Board authorize the issuance of a Purchase Order, in excess of $25,000, based upon Quote # 060337 for the licensing, annual support and maintenance of the Aruba Access Points.

Vendor/Contractor	Fund	Amount	Contract Number
PC Specialists dba/Technology Integration Group Vendor # 150525	Fund: 001 Cost Center: 270103 Object Code: 56401	$71,929.77	Quote # 060337 FL-NASPO Data Comm MA# aR3228

34. Recommendation Concerning the Approval of a Purchase Order with TriTech Software Systems, in the amount of $44,337.96, for the Lucity Constant Connection Program Renewal - Bart Siders, Information Technology Department Director

That the Board authorize the issuance of a Purchase Order, in excess of $25,000, based upon Invoice # 294010 for the annual support and maintenance of the Lucity application for the period of November 1, 2020, to October 31, 2021.

Vendor/Contractor	Fund/Cost Center/Object Code	Amount	Contract Number
TriTech Software Systems Vendor # 427603 Lucity Constant Connection Program Renewal	Fund: 001 Cost Center: 270102 Object Code: 54601	$44,337.96	Invoice # 294010

35. Recommendation Concerning an Application for Certificate of Need for Joyner & Raney, Inc., d/b/a Pensacola Containers - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning an Application for Certificate of Need for Joyner & Raney, Inc., d/b/a Pensacola Containers:

A. Approve the Application for Certificate of Need, permitting Joyner & Raney, Inc., d/b/a Pensacola Containers, to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate.

[Funding: Fund 401, Solid Waste Fund, Account No. 343402]

36. Recommendation Concerning an Application for Certificate of Need for Garbologist, LLC - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning an Application for Certificate of Need for Garbologist, LLC:

A. Approve the Application for Certificate of Need permitting Garbologist, LLC, to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate.

[Funding: Fund 401, Solid Waste Fund, Account No. 343402]

37. Recommendation Concerning the Contract Award for the Commercial Demolition of 7220 Plantation Road - Chips Kirschenfeld, Director, Natural Resources Management through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Larry Gates Construction, Inc., per the terms and conditions of PD 19-20-088, Commercial Demolition of 7220 Plantation Road.

Vendor/Contractor	Funding	Amount	Contract Number
Larry Gates, Construction, Inc.	Fund Name Code Enforcement, Fund Number 103, Cost Center 220110, Object Code 53401	$180,000	PD 19-20.088

38. Recommendation Concerning the Volunteer Florida Federal Fiscal Year 2020-2021 Emergency Management Performance Grant Community Emergency Response Team Program Contract - Jason D. Rogers, Public Safety Director

That the Board take the following action:

A. Approve the Volunteer Florida Fiscal Year 2020-2021 Emergency Management Performance Grant Community Emergency Response Team (CERT) Program Grant Contract awarding Escambia County $5,000 to implement the CERT Program;

B. Authorize the Chairman or Vice Chairman to execute the Contract; and

C. Authorize Eric Gilmore, Emergency Manager, to execute any documents required to implement the Grant.

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

Paragraph VIII. MANDATED CONDITIONS, Subsection B. states that "This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall be in the Circuit Court of Leon County."

[Fund 110, Other Grants and Project Funds, Cost Center 330430, Revenue Account 334248]

39. Recommendation Concerning the Volunteer Florida Federal Fiscal Year 2020-2021 Emergency Management Performance Grant Citizen Corps Program Contract - Jason D. Rogers, Public Safety Director

That the Board take the following action:

A. Approve the Volunteer Florida Federal Fiscal Year 2020-2021 Emergency Management Performance Grant Citizen Corps Program Contract awarding Escambia County $5,000 to implement the Citizen Corps Program;

B. Authorize the Chairman or Vice Chairman to execute the Contract; and

C. Authorize Eric Gilmore, Emergency Manager, to execute any documents required to implement the Grant.

Paragraph VIII. MANDATED CONDITIONS, Subsection B, that states "This Contract shall be construed under the laws of the State of Florida, and venue for any action arising out of this Contract will be in the Circuit Court of Leon County."

[Fund 110, Other Grants and Project Funds, Cost Center 330458, Revenue Account 334251]

40. Recommendation Concerning the award of a Purchase Order for One D6 LGP Waste Arrangement VPAT for the Waste Services Department - Wes Moreno, Public Works Department Director and Pat Johnson, Waste Services Department Director

That the Board take the following action:

A. Authorize the use of Sourcewell Contract # 032119-Cat: and

B. Award and Authorize the County Administrator to sign a Purchase Order, in the amount of $457,875, to Thompson Caterpillar for the purchase of one D6 LGP Waste Arrangement VPAT for the Waste Services Department.

Vendor	Funding	Amount	Contract
Thompson Caterpillar (Vendor #: 201640)	Fund: 401 Cost Center: 230314 Object Code: 56401 Machinery & Equipment	$457,875	Sourcewell Contract 032119-CAT

41. Recommendation Concerning the Issuance of Fiscal Year 2020/2021 Purchase Orders, in Excess of $25,000,for the Public Works Department - Wes Moreno, Public Works Department Director

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

	Vendor / Contractor	Amount	Contract #
A.	**Sterling Tree Service (Vendor # 195409)** Hazardous Tree Removal Fund175, Cost Center 260102, 53401 Road Maintenance	$35,000	
B.	**Monroe Muffler Brake Inc. DBA McGee Tire (Vendor # 424081)** Light & Heavy Equipment Tires Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	$25,000	State Contract GOOO609
C.	**Southern Tire Mart, LLC (Vendor# 426199)** Light & Heavy Equipment Tires Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	$150,000	State Contract 25172500-WSCA-15-ACS
D.	**Thompson Tractor Co., Inc. (Vendor# 201640)** Heavy Equipment Parts (CAT) Fund 175, Cost Center 260201,54601 (Fleet Maintenance)	$100,000	Proprietary Parts Catepillar Equipment
E.	**O'Reilly Automotive Store, Inc. (Vendor# 150249)** Parts, Supplies, Repair, Maintenance Fund 143, Cost Center 330206, 54601 (Fire Services)	$50,000	Parts and Supplies For Fire Trucks
F.	**Rev Group (Vendor# 427554)** Fire Truck Parts, Repair, Maintenance Fund 143, Cost Center 330206, 54601 (Fire Services)	$100,000	Proprietary Parts Fire Trucks
G.	**Covington Heavy Duty Parts (Vendor # 034898)** Fire Truck Parts, Supplies, Repair Fund 143, Cost Center 330206,56401 (Fire Services)	$75,000	Proprietary Parts Fire Truck Equipment

42. Recommendation Concerning the Award of a Purchase Order for Two Kenworth Model T370 Fuel Trucks for the Public Works Department - Wes Moreno, Public Works Department Director

That the Board take the following action:

A. Authorize the use of NJPA Sourcewell Contract 081716-KTC; and

B. Award and authorize the County administrator to sign a Purchase Order, in the amount of $343,278.88, to Rush Truck Center of Alabama, for Two 2021 Kenworth Model T370 fuel trucks ($171,639.44 each) for the Public Works Department.

VENDOR	FUNDING	AMOUNT	CONTRACT
Rush Truck Center of Alabama Vendor Number: 182903	Transportation Trust Fund 175 Cost Center 260102 Object Code 56401 Machinery and Equipment	$343,278.88	NJPA Sourcewell Contract 08176-KTC

43. Recommendation Concerning Board Award for the First of Two Possible Renewal Periods for Chemical Treatment for County-Owned Equipment - Cassie Boatwright, Director, Facilities Department and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the first of two possible one-year renewal periods allowed, per the Agreement PD 18-19.088 Chemical Treatment for County-Owned Equipment, with Triple Point Industries, LLC, retroactive to October 1, 2020, in the annual amount of $14,928.

Vendor	Funding	Amount	Contract Number
Triple Point Industries, LLC	Fund 001, General Fund; Cost Center 310203, Facilities Maintenance; Object Code 54601, Repairs and Maintenance	$14,928	PD 18-19.088

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

- Agreement Fully Executed

44. Recommendation Concerning Exercising the Second of Two Possible One-Year Renewal Periods Related to PD 17-18.096, Roadway Materials Pricing Agreement - Wes Moreno, Director, Public Works Roads Infrastructure and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of the Indefinite Quantity, Indefinite Delivery Agreement for Roadway Materials Pricing, effective October 31, 2020, with the following vendors:

- Roads, Inc. of NWF
- Panhandle Grading and Paving, Inc.
- CW Roberts Contracting, Inc. (via Midsouth Paving, Inc., which was purchased by CW Roberts Contracting, Inc.)

Vendors	Funding	Amount	Contract Number
Roads, Inc. of NWF Panhandle Grading and Paving, Inc. C W Roberts Contracting, Inc.	Fund 353, LOST IV; Cost Center 210106, Transportation & Drainage; Object Code 56301, Various Projects	$500,000	PD 17-18.096
	Fund 181, Master Drainage Basins; Cost Centers 210719-210736, Master Drainage Basins I-XVIII; Object Code 56301, Various Projects	$50,000	
	Fund 175, Transportation Trust Fund; Cost Center 210402, Road Maintenance; Object Code 55301, Road Materials & Supplies	$300,000	
	Fund 401, Solid Waste Management; Cost Center 230309 [closed landfills]; Object Code 55301, Road Materials & Supplies	$50,000	
	Fund 401, Solid Waste Management; Cost Center 230314 [Operations]; Object Code 55301, Road Materials & Supplies	$200,000	
	Fund 401, Solid Waste Management; Cost Center 230314 [Projects]; Object Code 55301, Road Materials & Supplies	$500,000	

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

- Original Agreement with Roads, Inc. of NWF
- Original Agreement with Panhandle Grading and Paving, Inc.
- Original Agreement with Midsouth Paving

45. Recommendation Concerning Contract Awards for Custodial Services for Various County Facilities - Cassie Boatwright, Director, Facilities Management and Paul Nobles, Purchasing Manager, Office of Purchasing

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

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

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

Funding Information	**Firms**				**Fund Total**
	Ay'Notyal	**3H Service Systems, Inc.**	**New World Cleaning, LLC**	**Eagle Janitorial Service, Inc.**	
Fund 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services	N/A	$604,849.53	$175,428.00	$175,982.00	**$956,259.53**
Health Department Fund	$99,191.40	N/A	N/A	N/A	**$99,191.40**
Fund 501, Internal Service Fund; Cost Center 150112, Employee Health Clinic; Object Code 53401, Other Contractual Services	N/A	$8,700.00	N/A	N/A	**$8,700.00**
Fund 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services	N/A	$34,440.00	$72,000.00	$11,350.00	**$117,790.00**
Fund 175, Transportation Trust Fund; Cost Center 210401, Roads & Bridges Admin; Object Code 53401, Other Contractual Services	N/A	N/A	N/A	$12,940.00	**$12,940.00**
Fund 401, Solid Waste Fund; Cost Center 230301, Solid Waste Admin.; Object Code 53401, Other Contractual Services	N/A	N/A	N/A	$7,200.00	**$7,200.00**
Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services	N/A	N/A	N/A	$4,400.00	**$4,400.00**
Fund 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services	N/A	$720.00	N/A	N/A	**$720.00**
Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services	N/A	N/A	N/A	$9,400.00	**$9,400.00**
Fund 104, Mass Transit Fund; Cost Center 211217, Mass Transit Fleet Maint.; Object Code 53401, Other Contractual Services	N/A	$34,080.00	N/A	N/A	**$34,080.00**
Fund 001, General Fund; Cost Center 260107, SRI Public Works; Object Code 53401, Other Contractual Services	N/A	N/A	$15,900.00	N/A	**$15,900.00**
Totals	**$99,191.40**	**$682,789.53**	**$263,328.00**	**$221,272.00**	**$1,266,580.93**

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

- Bid Response from Ay'Notyal
- Bid Response from 3H Services Systems, Inc.
- Bid Response from Eagle Janitorial Service, Inc.
- Bid Response from New World Cleaning, LLC

46. Recommendation Concerning the Contract Award for Re-Solicit Secondary Collections Agency for Public Safety & EMS - Jason Rogers, Director, Public Safety, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Terminate the Agreement, PD 17-18.028, EMS Collection Services, with Affiliated Creditors, Inc., effective immediately. The Board awarded the Agreement to Affiliated Creditors, Inc., on April 5, 2018. On February 22, 2020, the County was notified by Emerge Law Firm that Affiliated Creditors, Inc., filed for protection under Chapter 11 of the U.S. Bankruptcy Code. The County was subsequently notified on April 30, 2020, that Affiliated Creditors, Inc., filed an expedited motion to dismiss the Case under Section 1112(b) conditionally or alternatively to convert to Chapter 7; and

B. Award and authorize the County Administrator to sign a Revenue Agreement between Escambia County, Florida, and Life Line Billing Systems, LLC d/b/a LifeQuest Services, per the terms and conditions of PD 19-20.094, Re-Solicit Secondary Collections Agency for Public Safety & EMS, for a payment to the firm of 9% of secondary collections which is defined as collections accounts that are more than 120 days and have not received any recovery or collection services outside of Escambia County's EMS Billing Office or their primary collections designee.

Vendor	Funding	Amount	Contract Number
Life Line Billing Systems, LLC d/b/a LifeQuest Services	Fund 408, Emergency Medical Services; Cost Center 330603, EMS Billing Business Operations; Project Code 53401, Other Contractual Services	9% of Secondary Collections	PD 19-20.094

Specification PD 19-20.094, Re-Solicit Secondary Collections Agency for Public Safety & EMS, was posted to Vendor Registry on September 3, 2020. The solicitation was sent to 50 registrants representing 43 firms. The solicitation was viewed by 41 firms and downloaded by 33 firms.

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

- Bid Response from Life Line Billing Systems, LLC d/b/a LifeQuest Services
- Recommendation to Award Determination Checklist

47. Recommendation Concerning the Award of the First of Two Possible One-Year Renewal Periods for PD 18-19.108, Waste Tire Removal and Recycling/Disposal Services - Pat Johnson, Waste Services Department Director through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the requested price increase from $80.00 per load to $85.00 per ton.

B. Approve the utilization of the first of two one-year renewal periods as stated in Section 2 of the executed Indefinite Quantity/Indefinite Amount Agreement, and authorize the County Administrator to sign any related documents.

Vendor	Funding	Amount	Contract Number
Little Tire Hauling, Inc.	Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services	$75,000	PD 18-19.108

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

- Original Agreement

48. Recommendation Concerning Contract Award for Pensacola Beach Access Road Improvements - Joy Jones, Director, Engineering, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the reallocation of funds from the Pensacola Beach Congestion Management Plan, in the amount of $600,692, to the Pensacola Beach Access Road Improvements Project to cover the Award amount and 5% contingency; and

	Fund	Cost Center	Project Number	Project Name	Amount
FROM	Fund 353, LOST IV	210106	18EN0224	Pensacola Beach Congestion Management Plan	$600,692
TO	Fund 353, LOST IV	210106	TBD	Pensacola Beach Access Road Improvements	$600,692

B. Approve and authorize the County Administrator to sign the agreement between Escambia County, Florida, and Panhandle Grading & Paving, Inc. per the terms and conditions of PD 19-20.093, Pensacola Beach Access Road Improvements, in the amount of $2,096,765.54.

Vendor/Contractor	Funding	Amount	Contract Number
Panhandle Grading & Paving, Inc.	Fund 167, Bob Sikes Toll, Cost Center 140302, Object Code 56301, $1,000,000 Fund 352, LOST III, Cost Center 210107, Object Code 56301, PN15EN3214, $600,912.00 Fund 352, LOST IV, Cost Center 210106, Object Code 56301, PN TBD, $495,853.54	$2,096,765.54	PD 19-20.093

This project is located in Commission District 4

49. Recommendation Concerning Emergency Purchase Order Ratification Relative to Hurricane Sally - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board ratify the following Purchase Orders in excess of $25,000, related to Hurricane Sally:

P O Number	Vendor Number	Vendor	Charge Budget Unit	Budget Unit Title	Charge Acct	Charge Project	Charge Project Account	Amount	Description
201803	034300	Communication Engineering Services	330403	SALLY20	54601	SALLY20	54601	$100,000.00	Microwave tower sites Hurricane Sally damage repairs
201810	081206	Mott Macdonald	330906	BOB SIKES	54615	BOB SIKES		$47,555.00	Contract pf 19-20.098 LAP CEI services for Bob Sikes Bridge (Hurricane Sally)
201813	055652	F 7 W Construction Company, Inc.	330906	BOB SIKES	54615	BOB SIKES	54615	$1,286,297.71	Contract pd 19-20.097 LAP Bob Sikes Bridge Hurricane Sally repairs
201815	425654	Kisinger Campo & Associates Corp	330906	BOB SIKES	54615	BOB SIKES	54615	$45,924.74	LAP CR399 bob Sikes Bridge over Sana Rosa Sound emergency repairs bridge no. 480123 and 480139
210037	165044	Pro Construction LLC	330902	CAT B - Hurricane Sally	54601	SALLY20	54601	$85,000.00	GSA emergency mitigation services for various buildings
210071	150400	Otis Elevator Company	330902	CAT B - Hurricane Sally	54601	SALLY20	54601	$178,851.58	Hurricane repairs - public elevators
210181	150141	Olsen Associates Inc	330905	CAT G - Hurricane Sally	53101			$48,850.00	Professional services for hurricane sally post-disaster design survey and report Pensacola Beach, FL beach restoration project
210213	425962	Hanssen Glass Llc	330904	CAT E - Hurricane Sally	54601	SALLY20	54601	$313,700.00	Hurricane repairs - glass front doors at the Pcola Bay Center

210241	034103	Servicemaster Professional Clng Srv	330902	CAT B - Hurricane Sally	54601	SALLY20	54601	$85,000.00	Emergency storm mitigation at various locations
210242	425076	Thompson Consulting Services LLC	330901	CAT A - Hurricane Sally	53101			$66,820.00	FEMA public assistance (pa) grant management and training
210407	427251	Interface Services Inc	330904	CAT E - Hurricane Sally	54601	SALLY20	54601	$38,123.10	Carpet replacement at Bay Center - 2 locations
210411	427251	Interface Services Inc	330904	CAT E - Hurricane Sally	54601	SALLY20	54601	$24,632.14	Carpet replacement at extension quote

50. Recommendation Concerning the Issuance of a Purchase Order for Annual aiSmartbench Maintenance for Court Administration - Kayla Blanchard, Administrative Services Manager

That the Board authorize the issuance of a Purchase Order to Mentis Technology Solutions, LLC, in the amount of $50,095, for the annual maintenance for aiSmartbench, the Court's electronic filing system software. This system allows the judges to view and manage their court files electronically. Judges are able to electronically review and search court cases, transmit documents to the clerk, work remotely, digitally sign orders, and efile. This Agreement allows for 24/7/365 support to Court Technology for the necessary maintenance to the aiSmartbench software.

[Funding: Fund 115, Article V Court Administration, Cost Centers 410503, 410515, 410516, Object Code 54601]

Cost Centers/Object Codes	**Descriptions**	**Amount**
410503/54601	Escambia County aiSmartbench Maintenance 11/2020-10/2021	$21,916
410515/54601	Santa Rosa County aiSmartbench Maintenance 11/2020-10/2021	$14,648
410516/54601	Okaloosa County aiSmartbench Maintenance 11/2020-10/2021	$13,531
Total		**$50,095**

51. Recommendation Concerning Issuance of a Purchase Order to Dynamic Security, Inc., for Security Services - Kayla Blanchard, Administrative Services Manager

That the Board authorize and approve the issuance of a Purchase Order to Dynamic Security, Inc., in the amount of $480,900, for the purchase of security services to be utilized at entrances to the M.C. Blanchard Judicial Building and the Theodore Bruno Juvenile Justice Center. Dynamic Security, Inc., is the current provider of security services at both locations.

This purchase will not impact the General Revenue Fund.

Cost Centers/Object Codes	**Descriptions**	**Amount**
410505/53401	Security Services for M.C. Blanchard Judicial Building and the Theodore Bruno Juvenile Justice Center 10/1/2020-9/30/2021	$480,900
Total		**$480,900**

[Funding: Fund 115, Court Security, Article V, Cost Center (CC) 410505, Object Code (OC) 53401 Other Contractual Services]

52. Recommendation Concerning Authorization to Take Action Regarding Defaulted Contracts for Reimbursement of Training Expenses - William R. Powell, Director of Corrections

That the Board take the following action concerning authorization for legal action related to defaulted Contracts for reimbursement of training expenses:

A. Authorize the County Attorney's Office to file a small claims case against Douglas Forbes and Derrick Allgood related to the default of their respective Contracts for reimbursement of training expenses; and

B. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents related to the aforementioned action.

53. Recommendation ConcerningProfessional Liability (Medical Malpractice) Insurance for the Jail - Mark Bartlett, Manager, Risk Management Office/Jana Still, Human Resources Department Director

That the Board approve the payment to USI Insurance Services, LLC, for the Professional Liability (Medical Malpractice) Insurance policy issued through Pro-Praxis Insurance and underwritten by Certain Underwriters at Lloyd's of London, for an extension effective November 15, 2020, through January 1, 2021, in the amount of $23,767, with a $75,000 deductible.

Vendor	Funding	Amount	
USI Insurance Services, LLC Professional Liability (Medical Malpractice) Insurance	Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501	$23,767	

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

54. Recommendation Concerning Debris Collection Removal Media Spots - Janice P. Gilley, County Administrator

That the Board approve the Debris Collection Removal Media Spots with WEAR-TV, in the amount of $27,740.

[Funding: Fund 112, Cost Center 330902]

55. Recommendation Concerning an Extension for the General Paving and Drainage Agreement - Joy Jones, Director, Engineering and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize and award an extension to the current General Paving and Drainage Agreement (PD 16-17.081) for a period not to exceed 31 days, for the Unit Price Contract, PD 16-17.081, General Paving and Drainage Pricing Agreement for each of the following firms.

- Allsouth Construction Services, LLC
- B & W Utilities, Inc
- Chavers Construction, Inc.
- Gulf Atlantic Constructors, Inc.
- Gulf Marine Construction, Inc.
- Heaton Brothers Construction Company, Inc.
- J. Miller Construction, Inc.
- Panhandle Grading & Paving, Inc.
- Principle Properties, Inc.
- Roads, Inc. of NWF
- Site and Utility, LLC
- Utility Service Company, Inc.

The current Agreement ends on November 30, 2020, and a 31-day extension would allow the Agreement to go through December 31, 2020.

B. Authorize the Agreement for use by various Departments/Divisions, and utilize the accepted Bid Form Price Listing and Balance of Line Items as defined within the Special Terms and Conditions of the Solicitation to determine the lowest bid for a project; and

C. Authorize the issuance of individual or blanket Purchase Orders by all Departments/Divisions, in accordance with Chapter 46 of the Escambia County Code of Ordinances for the period of December 1, 2020, through December 31, 2020.

Vendor	Funding	Contract Number
Allsouth Construction Services, LLC B & W Utilities, Inc Chavers Construction, Inc. Gulf Atlantic Constructors, Inc. Gulf Marine Construction, Inc. Heaton Brothers Construction Company, Inc. J. Miller Construction, Inc. Panhandle Grading & Paving, Inc. Principle Properties, Inc. Roads, Inc. of NWF Site and Utility, LLC Utility Service Company, Inc.	Fund 175, Transportation Trust Fund; Cost Centers: 211201 - Traffic Operations 211602 - Engineering/Infrastructure 211101 - Engineering Admin	PD 16-17.081
	Fund 182, Master Drainage Basin Fund; Cost Centers: 210719-210736 - Master Drainage Basins I-XVIII	
	Fund 352, LOST III; Cost Centers: 210107 - Transportation & Drainage 350229 - Parks Capital Projects	
	Fund 353, LOST IV; Cost Centers: 210106 - Transportation & Drainage 350221 - Parks Capital Projects	
	Fund 167, Bob Sikes Toll Fund; Cost Centers: 140301 - Bob Sikes Toll Admin 140302 - Bob Sikes Toll Operation and Maintenance	

Under the current Agreement, all projects are limited to $250,000 each, and the pricing Agreement budget limit is $2 million for all vendors as approved by the Board on October 17, 2019. Anything over those limits require additional Board approval.

NON-ADA-COMPLIANT DOCUMENTS DO BE ISSUED UNDER SEPARATE COVER:

- Previous Board Award
- Agreement with Allsouth Construction Services, LLC
- Agreement with B & W Utilities, Inc.
- Agreement with Chavers Construction, Inc.
- Agreement with Gulf Atlantic Constructors, Inc.
- Agreement with Gulf Marine Construction, Inc.
- Agreement with Heaton Brothers Construction Company, Inc.
- Agreement with J. Miller Construction, Inc.
- Agreement with Panhandle Grading and Paving, Inc.
- Agreement with Principle Properties, Inc.
- Agreement with Roads, Inc. of NWF

- Agreement with Sity & Utility, LLC
- Agreement with Utility Service Company, Inc.

56. Recommendation Concerning Approval of Dr. Deanna A. Oleske as the District One Medical Examiner - Janice P. Gilley, County Administrator

That the Board take the following action:

A. Approve the Medical Examiner Employment Agreement for Dr. Deanna A. Oleske pursuant to Florida Statutes 406.06(3); and

B. Approve the Medical Examiner Operating Agreement for the District One Medical Examiner Office pursuant to Florida Statutes 406.08(1).

57. Recommendation Concerning Award for Escambia County Broadband Feasibility Study - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Magellan Advisors, LLC, in the amount of $187,200.

Vendor/Contractor	Funding	Amount	Contract Number
Magellan Advisors, LLC	Fund 119, Cost Center 110184, Object Code 58201	$187,200	PD 19-20.095

III. For Discussion

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

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

A. General Daniel Chappie James Flight Academy, Inc., in the amount of $5,000;

B. West Florida High School Baseball Booster Club, in the amount of $2,500;

C. Pensacola Sports, in the amount of $12,000;

D. Gulf Coast Crime Stoppers, in the amount of $18,000; and

E. Onbikes Pensacola, Inc., in the amount of $7,500;

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

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

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

That the Board discuss the status of Hurricane Sally recovery.

3. Recommendation Concerning the State to Libraries Grant Application, Certification of Hours, Free Library Service, and Access to Materials - Todd Humble, Library Services Department Director

That the Board take the following action:

A. Approve the State Aid to Libraries Grant Agreement between the State of Florida, Department of State, and the Escambia County Board of County Commissioners (BCC), for and on behalf of West Florida Public Library System;

B. Authorize the Chairman to sign the Agreement with Section (37) Mandated Conditions, that "This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue of location for any legal action arising under this Agreement will be Leon County, Florida";

C. Authorize the Clerk of the Courts to sign the Agreement; and

D. Approve and authorize the Chairman to sign the Florida Department of State Division of Library and Information Services State to Libraries Grant Application Certification of Hours, Free Library Service and Access to Materials, which certifies the following statements are true for West Florida Public Libraries from October 1, 2018, through June 30, 2021:

1. Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;

2. Provides access to materials, information and services for all residents of the area served; and

3. Has at least one library, branch library, or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

[Funding: The State Aid to Libraries Program provides annual funding to eligible recipients for the operation and maintenance of public libraries. The funds will be included in the Fiscal Year 2020/2021 Annual Budget for the West Florida Public Libraries when received.]

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

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

A. Approve or reject the Applications submitted for the State Apartment Incentive Loan (SAIL) financing through Florida Housing Finance Corporation (FHFC), under RFA 2020-205-Meadowbrook Senior, Westover Senior Apartments, and 901 S. Old Corry Field Road Family Housing; and

B. Authorize the County Administrator to sign the Local Government Contribution of Loan Form, in the amount of $137,500 ($37,500 minimum contribution plus $100,000 special needs set aside), for approved multi-family developments applying for State Apartment Incentive Loan (SAIL) financing through Florida Housing Finance Corporation (FHFC), under RFA 2020-205.

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

5. Recommendation Concerning Authorization for the Acquisition of Real Property Located at 3300 West DeSoto Street - Cassie Boatwright, Facilities Management Department Director

That the Board take the following action regarding the authorization for acquisition of a parcel of real property located at 3300 West DeSoto Street from the Myrtle Grove Lodge #352:

Authorize staff to negotiate and/or offer a purchase price of $90,000 for a parcel of real property located at 3300 West DeSoto Street, subject to receipt of an appraised value of $90,000 or greater, completion of the due diligence check list, and an executed Sales Agreement. An appraisal for this real property has been ordered and is expected to be completed by November 17, 2020. Additionally, authorize staff to proceed with the remaining due diligence for real property acquisition which is consistent with the provisions of Section 46-139 of the Escambia County code of Ordinances. An executed Sales Agreement will be brought back to the BCC for approval prior to closing on the property.

The property is located strategically across the street from the Brownsville Community Center, which would provide an opportunity to further the vision to bring community services to the citizens of Escambia County. The Lodge notified staff that it had a bona fide offer for the property and time is of the essence if the County is interested in purchasing the property. After evaluating the market, the condition of the building on the property and the Lodge's appraisal ($183,000 valuation), staff recommends the purchase of the Property at $90,000.

6. Recommendation Concerning New Correctional Facility Update - Cassie C. Boatwright, Facilities Management Department Director

That the Board discuss the status of the construction of the New Correctional Facility.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Proposed Settlement of Workers' Compensation Claim Brought by Former Sheriff's Deputy James Salter

That the Board approve a global settlement agreement in the sum of $83,250.00. The proposed settlement would constitute a full resolution of any and all medical and indemnity benefits, attorney's fees and costs to which James Salter and his attorney may be entitled under the Florida Workers' Compensation Act. All settlement funds would be reimbursed by excess carriers, Liberty Mutual and AmeriTrust.

2. Recommendation Concerning Authorization for Substitution as Counsel by Escambia County Attorney Office for Lydecker Diaz Law Firm in Andrea Minyard, M.D. v. Esc. Co., Case No. 3:20-00034-TKW/EMT.

That the Board authorize the County Attorney's Office to substitute as counsel for Escambia County in place of Lydecker Diaz Law Firm in this pending matter.

3. Recommendation Concerning Settlement of Esc. Co. adv. CEJ South, Inc., Case No. 2014 CA 002270 & Esc. Co. v. CEJ South, Inc. d/b/a Family-Funeral & Cremation, Case No. 2020 CA 000787.

That the Board authorize the Chairman to sign the settlement agreement regarding the pending litigation between Escambia County and CEJ South, Inc.

4. Recommendation Concerning Approval of Proposed Settlement of Medical Benefits in Workers' Compensation Claim Brought by Walter Johnson

That the Board approve a proposed settlement in the sum of $85,000.00 for past and future medical benefits, payable to former employee Walter Johnson. If approved, all settlement funds would be reimbursed by the excess carrier.

5. Recommendation Concerning Escambia County State of Local Emergencies.

That the Board take the following actions:

A. Ratification of Escambia County State of Local Emergency Resolution R2020-150, R2020-151, R2020-152, R2020-153, R2020-154; and

B. Extension of Escambia County State of Local Emergencies.

6. Recommendation Concerning a Resolution Amending and Restating Resolution R2018-123 Identifying LOST Economic Development Trust Fund and Projects to be Funded from the Trust Fund.

That the Board take the following action concerning the Resolution amending and restating Resolution R2018-123:

A. Adopt the Resolution; and

B. Authorize the Chairman to sign the Resolution.

II. For Discussion

1. Recommendation Concerning Legal Representation for the Three Mile Bridge Outage.

At the request of Commissioner Bergosh, that the Board discuss providing the County Attorney's Office direction regarding legal representation for the Three Mile Bridge Outage.

III. For Information

1. Recommendation Concerning Krystopher Walden v. Escambia County, FCHR Charge No. 202024819.

That the Board be made aware that the County Attorney's Office has successfully defended a charge of discrimination recently filed with the Florida Commission on Human Relations ("FCHR"). Based upon the FCHR's investigation, the FCHR determined that there is no reasonable cause to believe that an unlawful employment practice occurred with respect to Mr. Walden. Therefore, the charge of discrimination was dismissed.

11. Items added to the agenda.

12. Announcements.

13. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18770 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 11/05/2020
Issue: Adoption of Proclamations
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Andrew Huffman, a Veteran's Service Officer in the Veteran's Affairs Department, on his selection as the "Employee of the Month" for November 2020;

B. The Proclamation calling upon citizens to observe the entire week of November 8, 2020, through November 14, 2020, as Veteran's Week, in tribute to those who have thus added strength to the Nation and in renewed dedication to their work, building peace with honor among all nations; and

C. The Proclamation, commending and congratulating Lieutenant General Duane D. Thieesen for his many years of service and upcoming retirement.

C. to be distributed under separate cover.

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

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

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Andrew Huffman, Employee of the Month November 2020

Veteran's Week 2020

PROCLAMATION

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

***WHEREAS**, Andrew Huffman, a Veteran's Service Officer, in the Veteran's Affairs Department, is selected as "Employee of the Month" for November 2020, for the standards of excellence that he has displayed in the performance of his duties; and*

***WHEREAS**, Mr. Huffman began his employment with the County on March 26, 2019, and provides excellent service to the citizens of Escambia County through all assigned duties; and*

***WHEREAS**, as the Veteran Service Officer assigned to Escambia County, Mr. Huffman is responsible for assisting veterans and their dependents in securing all entitled benefits earned through honorable military service. His primary focus is to advise, instruct and counsel veterans, their spouses and children of the benefits available from the Veterans Administration and the Department of Defense; and*

***WHEREAS**, with more than 41,700 veterans in Escambia County, Andrew Huffman serves as a liaison for local veterans educating them on benefits they may be eligible to obtain. Benefits which include disability compensation, pension, death/burial benefits, education, medical expenses, housing, auto grants and appeals, just to name a few; and*

***WHEREAS**, because of COVID-19, and the closure of the Pensacola VA clinic's in-person services, Mr. Huffman is the only available Veteran's Service Officer in the area who can personally meet with veterans. As a result of his due diligence, Andrew processes 150 veteran claims per month; Veteran Service Officers on the surrounding bases process only about 20 veteran claims a month; and*

***WHEREAS**, Andrew consistently receives superior remarks from the veterans he serves. Comments like "I was extremely pleased and grateful for his assistance", or "He is the best. It's nice to have someone actually looking out for us!". These are a couple of the comments that Andrew has received for his service to our veterans. Along with serving our veterans, Andrew volunteered to work at the Citizens Information Center to help answer telephones during Hurricane Sally in September 2020. With his "Can Do Attitude", and dedication, Andrew has exceeded the expectations of our veterans. He is an invaluable asset to the County Administrators Office, and to the citizens of Escambia County.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Mr. Andrew Huffman his selection as the "Employee of the Month" for November 2020.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Doug Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: November 5, 2020

PROCLAMATION

***WHEREAS**, the United States is a beacon of hope, freedom, and opportunity to people around the world. Our military patriots safeguard the values that keep our great nation strong. On National Veterans Day, we honor and express our deepest appreciation for these brave men and women and their families who served our great nation; and*

***WHEREAS**, our veterans left everything they knew and loved and served with exemplary dedication and courage so we could all know a safer America and a more just world. They have been tested in ways the rest of us may never fully understand, and it is our duty to fulfill our sacred obligation to our veterans and their families. On Veterans Day, and every day, let us show them the extraordinary gratitude they so rightly deserve; and*

***WHEREAS**, we remember that our obligations endure long after the battle ends, and we must make it our mission to give them the respect and care they have earned. When America's veterans return home, they continue to serve our country in new ways, bringing tremendous skills to their communities and to the workforce. These men and women should have the chance to power our economy, both because their talents demand it and because no one who fights for our country should ever have to fight for a job; and*

***WHEREAS**, with respect for, and in recognition of, the contributions our service members have made to the cause of peace and freedom around the world and in our communities, the Escambia County Board of County Commissioners have declared a week long observance of our veterans in Escambia County.*

***NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, does hereby call upon our citizens to observe the entire week of November 8, 2020, through November 14, 2020, as Veteran's Week, in tribute to those who have thus added strength to the Nation and in renewed dedication to their work, building peace with honor among all nations.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: November 5, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18848 **Public Hearings 8.**

BCC Regular Meeting

Meeting Date: 11/05/2020

Issue: 5:31 p.m. Public Hearing to Consider an Ordinance Relating to the Regulation of Remote Motor Vehicle Sales in Escambia County

From: KIA JOHNSON, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for Consideration of Adopting an Ordinance Creating Volume 1, Chapter 18, Article VII, Sections 18-351 through 18-355 of the Escambia County Code of Ordinances.

Recommendation: That the Board adopt and authorize the Chairman to sign an Ordinance creating Volume 1, Chapter 18, Article VII, Sections 18-351 through 18-355 of the Escambia County Code of Ordinances, providing for regulation of the sale of motor vehicles unless conducted by a business within Escambia County.

BACKGROUND:

There has been an increased occurrence of remote motor vehicle sales within Escambia County. These remote motor vehicle sales are conducted on property by individuals and entities which have no established business within the boundaries of Escambia County. The individuals and entities which conduct these transactions normally depart the area after completion of the event and there is limited or no ability for purchasers of the motor vehicles to seek necessary information and recourse from the sellers. Sales conducted by businesses, individuals, and entities which have an established business within Escambia County provide a meaningful opportunity for the seller to seek recourse in the event that problems occur as to the vehicle. The creation of this ordinance will assist in that effort.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was reviewed by Assistant County Attorney Kia M. Johnson, and was advertised in the *Pensacola News Journal* on October 22, 2020.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Draft Ordinance

Clean Ordinance

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME 1, CHAPTER 18, ARTICLE VII, SECTIONS 18-351 THROUGH 18-355 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; REGULATING THE SALE OF MOTOR VEHICLES UNLESS CONDUCTED BY A BUSINESS WITHIN ESCAMBIA COUNTY; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety, and welfare to provide protection for, regulate, and control remote motor vehicle sales in the County; and

WHEREAS, there has been an increased occurrence of remote motor vehicle sales within Escambia County; and

WHEREAS, these remote motor vehicle sales are conducted on property by individuals and entities which have no established business within the boundaries of Escambia County; and

WHEREAS, the individuals and entities which conduct these transactions normally depart the area after completion of the event and there is limited or no ability for purchasers of the motor vehicles to seek necessary information and recourse from the sellers; and

WHEREAS, sales conducted by businesses, individuals, and entities which have an established business within Escambia County provides a meaningful opportunity for the seller to seek recourse in the event that problems occur as to the vehicle; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendments serve a compelling public purpose and are in the best interest of the County and its citizens;

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

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

SECTION 2. Creation. Volume 1, Chapter 18, Article VII, Section 18-351 through 18-355 of the Code of Ordinances of Escambia County, Florida is hereby created as follows:

ARTICLE VII. – REMOTE MOTOR VEHICLE SALES

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Sec. 18-351. – Short Title.

This article shall be known and may be cited as the “Remote Motor Vehicle Sale Regulatory Ordinance of Escambia County, Florida” and shall be applicable within the unincorporated area of Escambia County.

Sec. 18-352. – Scope.

It is not intended by this article to repeal, abrogate, annul or any way impair or interfere with existing provisions of other laws. Where this article imposes a greater restriction upon persons, premises or personal property than is imposed or required by other laws or ordinances, the provisions of this article shall control.

Sec. 18-353. – Definitions.

For the purpose of this article, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

Licensed Dealership means a premise which the primary endeavor is the sale of new or used motor vehicles.

Motor Vehicle means a new or used automobile or truck.

Permanent Motor Vehicle Sales Business means a business which operates out of a structure and has paid the Local Business Tax authorized under section 205.013, Florida Statutes for that location.

Person means and includes natural persons, partnerships, joint ventures, trusts or corporations, or any officers, agents, employees of any kind or personal representatives of any thereof, in any capacity, acting either for himself, or for any other person.

Premises means and includes all lands, structures, places, and also the equipment and appurtenances connected or used therewith in any business, or as is otherwise used in connection with any such business conducted on such premises.

Sec. 18-354. – Prohibited Actions.

It shall be unlawful for any person, either directly or indirectly, to conduct a sale of a motor vehicle, regardless of whether it is new or used, where it is conducted at a site which is not the location of the permanent motor vehicle sale business unless it is conducted by a licensed dealership with a permanent sales location within the boundaries of Escambia County. This prohibition shall not apply to the sale of a motor vehicle by a person at a location other than the individual residence for which the motor vehicle is

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individually titled to that person (not including titled as part of a dealership or commercial business) provided no person shall sell more than three (3) such motor vehicles per year. This prohibition shall also not apply to the online sale of new or used motor vehicles.

Sec. 18-355. – Penalties for Violations.

The sheriff of the county or his duly authorized representative, and other law enforcement officers operating in the county, are authorized and directed to enforce this article.

Secs. 18-356—18-380. - Reserved.

SECTION 3. Severability and Conflicts. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance. If this ordinance conflicts with any other ordinance in the Escambia County Code of Ordinances, this ordinance shall apply.

SECTION 4. Inclusion in Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall be codified as required by F.S. § 125.68, and that the sections, subsections and other provisions of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

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SECTION 5. **Effective Date.** This ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME 1, CHAPTER 18, ARTICLE VII, SECTIONS 18-351 THROUGH 18-355 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; REGULATING THE SALE OF MOTOR VEHICLES UNLESS CONDUCTED BY A BUSINESS WITHIN ESCAMBIA COUNTY; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety, and welfare to provide protection for, regulate, and control remote motor vehicle sales in the County; and

WHEREAS, there has been an increased occurrence of remote motor vehicle sales within Escambia County; and

WHEREAS, these remote motor vehicle sales are conducted on property by individuals and entities which have no established business within the boundaries of Escambia County; and

WHEREAS, the individuals and entities which conduct these transactions normally depart the area after completion of the event and there is limited or no ability for purchasers of the motor vehicles to seek necessary information and recourse from the sellers; and

WHEREAS, sales conducted by businesses, individuals, and entities which have an established business within Escambia County provides a meaningful opportunity for the seller to seek recourse in the event that problems occur as to the vehicle; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendments serve a compelling public purpose and are in the best interest of the County and its citizens;

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

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

SECTION 2. Creation. Volume 1, Chapter 18, Article VII, Section 18-351 through 18-355 of the Code of Ordinances of Escambia County, Florida is hereby created as follows:

ARTICLE VII. – REMOTE MOTOR VEHICLE SALES

Sec. 18-351. – Short Title.

This article shall be known and may be cited as the “Remote Motor Vehicle Sale Regulatory Ordinance of Escambia County, Florida” and shall be applicable within the unincorporated area of Escambia County.

Sec. 18-352. – Scope.

It is not intended by this article to repeal, abrogate, annul or any way impair or interfere with existing provisions of other laws. Where this article imposes a greater restriction upon persons, premises or personal property than is imposed or required by other laws or ordinances, the provisions of this article shall control.

Sec. 18-353. – Definitions.

For the purpose of this article, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

Licensed Dealership means a premise which the primary endeavor is the sale of new or used motor vehicles.

Motor Vehicle means a new or used automobile or truck.

Permanent Motor Vehicle Sales Business means a business which operates out of a structure and has paid the Local Business Tax authorized under section 205.013, Florida Statutes for that location.

Person means and includes natural persons, partnerships, joint ventures, trusts or corporations, or any officers, agents, employees of any kind or personal representatives of any thereof, in any capacity, acting either for himself, or for any other person.

Premises means and includes all lands, structures, places, and also the equipment and appurtenances connected or used therewith in any business, or as is otherwise used in connection with any such business conducted on such premises.

Sec. 18-354. – Prohibited Actions.

It shall be unlawful for any person, either directly or indirectly, to conduct a sale of a motor vehicle, regardless of whether it is new or used, where it is conducted at a site which is not the location of the permanent motor vehicle sale business unless it is conducted by a licensed dealership with a permanent sales location within the boundaries of Escambia County. This prohibition shall not apply to the sale of a motor vehicle by a person at a location other than the individual residence for which the motor vehicle is

individually titled to that person (not including titled as part of a dealership or commercial business) provided no person shall sell more than three (3) such motor vehicles per year. This prohibition shall also not apply to the online sale of new or used motor vehicles.

Sec. 18-355. – Penalties for Violations.

The sheriff of the county or his duly authorized representative, and other law enforcement officers operating in the county, are authorized and directed to enforce this article.

Secs. 18-356—18-380. - Reserved.

SECTION 3. Severability and Conflicts. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance. If this ordinance conflicts with any other ordinance in the Escambia County Code of Ordinances, this ordinance shall apply.

SECTION 4. Inclusion in Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall be codified as required by F.S. § 125.68, and that the sections, subsections and other provisions of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

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SECTION 5. **Effective Date.** This ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE COURT

Approved as to form and legal sufficiency.

By/Title: Kia M. Johnson, ACA

By: _____
Deputy Clerk

Date: 10-16-2020

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18849 **Public Hearings 9.**

BCC Regular Meeting

Meeting Date: 11/05/2020

Issue: 5:32 p.m. Public Hearing to Consider Amendments to the Current Itinerant Vendor Ordinance

From: KIA JOHNSON, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for Consideration of Amendments to Volume 1, Chapter 18, Article VI, Sections 18-314 through 18-324 of the Escambia County Code of Ordinances.

Recommendation: That the Board adopt and authorize the Chairman to sign an Ordinance amending Volume 1, Chapter 18, Article VI, Sections 18-314 through 18-324 of the Escambia County Code of Ordinances, providing for additional consumer protections related to itinerant vendor sales occurring in Escambia County.

BACKGROUND:

The current itinerant vendor ordinance has not been revised since its enactment in 1985. Amendments to the current itinerant vendor ordinance are necessary due to the creation of Volume 1, Chapter 18, Article VII, Sections 18-351 through 18-355 of the Escambia County Code of Ordinances, providing for regulation of the sale of motor vehicles unless conducted by a business within Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was reviewed by Assistant County Attorney Kia M. Johnson, and was advertised in the *Pensacola News Journal* on October 22, 2020.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Draft Ordinance

Clean Ordinance

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING VOLUME 1, CHAPTER 18, ARTICLE VI, SECTION 18-314, DEFINITIONS; SECTION 18-315, EXEMPTION; SECTION 18-316, LICENSE REQUIRED; SECTION 18-317, LICENSE APPLICATION PROCEDURE; SECTION 18-318, VERIFICATION OF EMERGENCY, BANKRUPT, DAMAGED, ETC., SALES STATUS; SECTION 18-319, LICENSE PREREQUISITE TO SALES OR ADVERTISEMENT; SECTION 18-320, REPORTS OF SALES; SECTION 18-321, LICENSE PERMIT NOT TRANSFERABLE; SECTION 18-322, DURATION OF LICENSE; SECTION 18-323, PENALTIES AND SECTION 18-324, ENFORCEMENT, FOR THE PURPOSE OF EXEMPTING CERTAIN TYPES OF MOTOR VEHICLES AND ADDING ADDITIONAL CONSUMER PROTECTIONS; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety, and welfare to provide protection for, regulate, and control itinerant vendor sales in the County; and

WHEREAS, the Board of County Commissioners finds that the County's ordinance relating to itinerant vendors requires amendment to exempt certain types of motor vehicles and to promote consumer protection of the public by adding protection, regulation, and control of itinerant vendor sales within the County; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendments serve a compelling public purpose and are in the best interest of the County and its citizens;

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

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

SECTION 2. Amendments. Volume 1, Chapter 18, Article VI, Section 18-314 through Section 18-324 of the Escambia County Code of Ordinances are hereby amended to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 18-314. - Definitions.

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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Continuously held means commencing on the date shown as the start date on the license permit and continuing without break or interruption during the established regular hours and days of the sale as specified within the application, until the end of the permit period. In the case of dealers licensed under Chapter 320 of the Florida Statutes, as amended, the sale may not extend past the dates authorized by the Florida Department of Highway Safety and Motor Vehicle's Temporary Off-Premises Supplemental Sales Permit. See §§ 320.27(5), 320.77(7) and 320.771(7), Florida Statutes, as amended.

Itinerant vendor means all persons, firms and corporations, as well as their agents and employees, who engage in the temporary or transient business in the unincorporated area of the county, of selling, offering for sale or exhibiting for sale any goods, wares or merchandise and who, for the purpose of carrying on such business, either hires, rents, leases or occupies any room or space in any building, structure, any lot or parcel of land or vehicle in such unincorporated area of the county, in, through or from which any goods, wares or merchandise may be sold, offered for sale or exhibited for sale.

Temporary means any such business transacted or conducted in the unincorporated area of the county for which definite arrangements have not been made for the hire, rental or lease of premises for at least ~~180~~30 days in or upon which such business is to be operated or conducted, excepting from the provisions of this article any business sponsored by or under contract with an established business, shopping mall, shopping center or interstate fairground, and which agrees in writing to act as surety therefor for the period which such business contracts with or is sponsored by such established business, shopping mall, shopping center, or interstate fairground and two years thereafter.

Transient means any such business of any such itinerant vendor as may be operated or conducted by persons, firms, or corporations, or by their agents or employees who reside away from the county or who have fixed places of business in places other than the county, or who have their headquarters in places other than the county, or who move stocks of goods or merchandise or samples thereof into the county with the purpose or intention of removing them or the unsold portion thereof away from the county before the expiration of ~~180~~30 days.

Sec. 18-315. - Exemption.

The licensing provisions of this article shall not be applicable to:

(1) Salesmen representing wholesale houses or distributors who sell to local retail merchants from catalogues or samples.

(2) Sales of items which have been personally fabricated or handcrafted by the seller thereof.

(3) Sales of goods or merchandise purchased with donated funds or donated by the owners thereof, the proceeds whereof to be applied to any charitable or philanthropic purpose.

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(4) The conducting of a sale of privately owned, used merchandise at garage or yard sales on premises owned or rented as a residence by the seller of such goods.

(5) Sales of goods or merchandise at festivals, celebrations or other special events sponsored or permitted by the appropriate governing body or authority.

(6) The sale of farm, grove, horticultural, floricultural, tropical piscicultural, or tropical fish, farm products or products manufactured therefrom, except intoxicating liquors, wine or beer.

(7) Where anticipated sales and stocks on hand are anticipated at or valued at less than $500.00 in any given business day.

(8) Those persons doing business pursuant to Ordinance No. 83-18, commonly referred to as the seafood vendor's ordinance (section 18-1).

(9) The sale or exhibit of firearms and related items.

(10) The sale of a "motor vehicle," as that term is defined in section 18-353. However, the licensing provisions of this article shall still be applicable to all other types of motor vehicles, as defined in Chapter 320 of the Florida Statutes, as amended.

Sec. 18-316. - License permit required; license permit application fee.

It shall be unlawful for any itinerant vendor to sell, offer for sale or exhibit for sale, any goods, wares or merchandise without having first secured a license permit therefor, as provided in this article. The office of the tax collector of the county shall issue to any itinerant vendor a license permit authorizing such itinerant vendor to sell, exhibit for sale or offer for sale, in the unincorporated areas of the county, goods, wares and merchandise only after such itinerant vendor shall have fully complied with the provisions of this article and made payment of a license permit application fee based on the following schedule:

If Anticipated Sales Are

$10,000.00 or less $120.00
$10,001.00—$24,999.00 ..... $250.00

If Anticipated Sales Are

$25,000.00—~~$49,000.00~~49,999.00 ..... $375.00
$50,000.00—~~$99,000.00~~99,999.00 ..... $500.00
Over $100,000.00 ..... $625.00

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Sec. 18-317. – License permit application procedure.

(a) The itinerant vendor shall make application to the office of the county tax collector at least ten days prior to the date of his contemplated sale or offer for sale to be held in the unincorporated areas of the county, which application shall be in the form of an affidavit stating the full name and address of the itinerant vendor, the location of his or its principal office and place of business, the names and addresses of its officers if it be a corporation, and the partnership name and the names and addresses of all partners if such itinerant vendor be a firm. The county tax collector may waive the ten-day application timeframe upon a showing of good cause.

(b) Before such license permit shall issue, the application therefor must be accompanied by:

(1) A statement showing the kind and character of the goods, wares or merchandise to be sold or offered for sale.

(2) A certified copy of the charter if the itinerant vendor be a corporation, incorporated under the laws of the state.

(3) A certified copy of its permit to do business in the state if the itinerant vendor be a corporation incorporated under the laws of some state other than this state.

(4) A bond in the sum of ~~$5,000.00~~ $10,000.00 or ten percent of anticipated sales, whichever is greater, shall be required. ~~and it~~ The bond shall be executed by the itinerant vendor as principal with two or more good and sufficient sureties satisfactory to the office of the county tax collector, which bond shall be payable to the ~~county~~ Escambia County Board of County Commissioners, for the use and benefit of the county and any other person or persons entitled thereto and conditioned that the principal and surety will pay all damages to persons caused by, or arising from or growing out of, the wrongful, fraudulent, or illegal conduct of the itinerant vendor while conducting the sale or offer for sale in the county. The bond shall remain in full force and effect for the entire duration of the license permit as provided in this article and two years thereafter~~, or until compliance with the provisions of this article, whichever period is greater~~. The itinerant vendor shall ensure that the itinerant vendor's name appearing on the bond is the same name appearing on the license permit application and on the itinerant vendor's business tax receipt. All documents submitted for the purpose of obtaining an itinerant vendor business license shall be original documents.

(5) A statement of the commencement and completion dates of the anticipated sale. The commencement and completion dates shall match those dates contained on the itinerant vendor's State of Florida Temporary Off-Premises "Supplemental" Sales Permit.

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(6) An affidavit affirming that there are no active consumer complaints against the itinerant vendor.

(7) A statement of the following information for the itinerant vendor's notary: (i) name, address, telephone number and e-mail address of notary, and (ii) notary bond information. If the itinerant vendor will not be utilizing the services of a notary, then the itinerant vendor shall include a statement affirming that no notary will be utilized.

The information listed above in Sec. 18-317(b) shall be provided no later than five days prior to the commencement date of the sale.

(c) The itinerant vendor shall display or announce the license permit number in all advertisements, whether the advertisement be by circular, handbill, magazine, newspaper, poster, billboard, television, radio announcement or any other means of conveying to the public notice of the anticipated sale.

Sec. 18-318. - Verification of emergency, bankrupt, damaged, etc., sales status.

An itinerant vendor shall not advertise, represent, or hold forth a sale of goods, wares, or merchandise as an emergency, insurance, bankrupt, insolvent, assignee, trustee, estate, executor, administrator, receiver, manufacturer's wholesale, cancelled order, or misfit sale or closing-out, or a sale of any goods damaged by smoke, fire, water or otherwise, unless before so doing he shall state in writing under oath to the office of the tax collector of the county at the time he makes application for a license permit all the facts relating to the reason and character of such special sales so advertised, held forth or represented, including a statement of the names of persons from whom such goods, wares, or merchandise were purchased, and the date of delivery of such goods, wares, or merchandise to the person applying for license permit, the place where such goods, wares, or merchandise were taken last, and such details necessary to exactly locate and fully identify goods, wares, or merchandise to be sold, and make such further disclosure to and give such information as may be required by the tax collector of the county. An itinerant vendor shall also include in such statement names and residences of the owners in whose interest the sale is conducted and whether conducted as an individual, firm, association, or corporation. An itinerant vendor shall maintain reasonable indicia of ownership onsite during the sale or exhibit. An itinerant vendor shall also permit inspection of all indicia of ownership by the sheriff of the county or his duly authorized representative, and other law enforcement officers operating in the county.

Sec. 18-319. - License permit prerequisite to sales or advertisement.

(a) It shall be unlawful for any itinerant vendor to sell or exhibit for sale either at public or private sale any goods, wares, or merchandise without first complying with the provisions of sections 18-316 through 18-319, or to make any false statements in reference to the matters required in subsection 18-317(b) and

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section 18-318, or to fail or refuse to comply with the requirements of any of the provisions of this article, and every person, whether principal or agent, who by circular, handbill, magazine, newspaper, poster, billboard, television, radio announcement or in any manner advertises such sales as contemplated in this article before proper license permit is issued to such itinerant vendor and before he has complied with the provisions of this section, shall be guilty of a violation of this article. Provided, however, that nothing in this section contained shall be construed as abridging or denying the right and power of the board of county commissioner to refuse or withhold the granting of any license permit or to revoke the license permit, if granted, to an itinerant vendor upon any hearing thereof when in the discretion of such board of county commissioners on the basis of the disclosures during such hearing, or from other information deemed by them sufficient, such action may be deemed necessary or proper to protect or safeguard the public from imposition, mischief or fraud.

(b) All advertisements shall include a statement that the itinerant vendor is bonded and insured.

Sec. 18-320. - Reports of sales.

(a) All itinerant vendors shall make a verified report of sales within seven days of the close of business. The report shall include a detailed summary of the goods, wares, or merchandise sold; including the sales price, year, make, model and identification number (if applicable). In the case of sales involving trade-ins, the report shall also include a detailed summary of those goods, wares, or merchandise that the itinerant vendor has accepted as a trade-in, including the value of the trade-in as determined by the itinerant vendor.

(b) All itinerant vendors shall provide a sworn affidavit within ten days of the close of business. The affidavit shall include an affirmation that all goods, wares, or merchandise sold has been delivered in working order to the purchasers. In the case of sales involving trade-ins, the itinerant vendor shall also include in the affidavit an affirmation that any and all liens on the traded goods, wares, or merchandise have been satisfied.

(c) If the report of sales establishes that the actual sales exceeded the anticipated sales estimated in accordance with Section 18-316 then, at the time of submission of the report of sales, the itinerant vendor shall pay to the county tax collector the difference between the application fee paid and the application fee that would have been paid had the application fee been calculated using actual sales.

(d) The following shall be considered grounds for denial of issuance of future license permits to an itinerant vendor:

(1) The failure to timely provide any of the reports of sales information described in this section;

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(2) The failure to timely pay the license permit application fee as described in Section 18-316; and

(3) The failure to exercise good faith when securing the bond based on anticipated sales, as required by Section 18-317(b)(4). If the report of sales establishes that the actual sales exceeded the anticipated sales by more than fifty percent (50%), then such result shall be considered a failure to exercise good faith in estimating anticipated sales.

Sec. 18-321. - License permit not transferable.

The license permit provided for in this article shall not be transferable, nor give authority to more than one person to sell or exhibit goods or merchandise as an itinerant vendor either by agent or by employee or in any other way than his own proper person, but any person having obtained such license permit may have the assistance of one or more persons in conducting the sale or offer of sale, who shall have authority to aid that principal, but not to act for or without him.

Sec. 18-322. - Duration of license permit.

The license permit as provided for in this article shall continue so long as such sale or exhibit is continuously held in the unincorporated areas of the county, ~~but in no event shall it continue for more than 180 days from the date of its issuance~~ so long as the sale or exhibit does not extend beyond the completion date stated in the itinerant vendor's license permit application. Any extension beyond the stated completion date shall require an additional license permit. Such license permit shall be prominently displayed in a conspicuous place on the premises where such sale or exhibit is being conducted and shall remain so displayed so long as any goods, wares or merchandise are being so sold or offered for sale.

Sec. 18-323. - Penalties.

(a) Any person violating any provision of this article or any rule, order, or regulation made pursuant to this article shall be prosecuted in the same manner as misdemeanors are prosecuted, and upon conviction shall be punished by a fine not to exceed $500.00 or by imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment.

(b) The county attorney is hereby authorized to institute a civil action in a court of competent jurisdiction to seek injunctive relief to enforce compliance with this article.

(c) For the purposes of this article, a separate offense shall be deemed committed for each day a violation of this article exists, such time commencing on the day the offender is notified of the violation.

DRAFT

(d) Any violation of this Article shall be considered grounds for denial of issuance of future license permits to an itinerant vendor. Any itinerant vendor aggrieved by any denial of issuance of a future license permit may petition the board of county commissioners of the county for review of such decision. A petition setting forth a statement of facts establishing petitioner's grievance shall be filed with the clerk to the board of county commissioners within 20 days of the decision for which review is sought. Within 20 days of the filing of the petition, the board of county commissioners shall issue an order providing for a notice and time of hearing on the claim of petitioner before the board of county commissioners at its next regular meeting.

Sec. 18-324. - Enforcement.

(a) The sheriff of the county or his duly authorized representative, and other law enforcement officers operating in the county, are authorized and directed to enforce this article.

(b) At least five days prior to the commencement date of the anticipated sale or exhibit, the itinerant vendor shall notify the office of the county tax collector of the sale commencement date.

(c) At least five days prior to the commencement date of the anticipated sale or exhibit, the itinerant vendor shall also notify the Escambia County Sheriff's Office in writing of the anticipated sale date(s), provide the Sheriff's Office with a copy of the itinerant vendor's license permit, as well as provide the Sheriff's Office with contact information (name, telephone number, address and email address) for the onsite manager and security personnel expected to be present each day of the sale or exhibit.

SECTION 3. Severability and Conflicts. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance. If this ordinance conflicts with any other ordinance in the Escambia County Code of Ordinances, this ordinance shall apply.

SECTION 4. Inclusion in Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall be codified as required by F.S. § 125.68, and that the sections, subsections and other provisions of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

THIS SPACE INTENTIONALLY LEFT BLANK

DRAFT

SECTION 5. Effective Date. This ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING VOLUME 1, CHAPTER 18, ARTICLE VI, SECTION 18-314, DEFINITIONS; SECTION 18-315, EXEMPTION; SECTION 18-316, LICENSE REQUIRED; SECTION 18-317, LICENSE APPLICATION PROCEDURE; SECTION 18-318, VERIFICATION OF EMERGENCY, BANKRUPT, DAMAGED, ETC., SALES STATUS; SECTION 18-319, LICENSE PREREQUISITE TO SALES OR ADVERTISEMENT; SECTION 18-320, REPORTS OF SALES; SECTION 18-321, LICENSE PERMIT NOT TRANSFERABLE; SECTION 18-322, DURATION OF LICENSE; SECTION 18-323, PENALTIES AND SECTION 18-324, ENFORCEMENT, FOR THE PURPOSE OF EXEMPTING CERTAIN TYPES OF MOTOR VEHICLES AND ADDING ADDITIONAL CONSUMER PROTECTIONS; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, the County is authorized to establish regulations in the interest of the public health, safety, and welfare to provide protection for, regulate, and control itinerant vendor sales in the County; and

WHEREAS, the Board of County Commissioners finds that the County's ordinance relating to itinerant vendors requires amendment to exempt certain types of motor vehicles and to promote consumer protection of the public by adding protection, regulation, and control of itinerant vendor sales within the County; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendments serve a compelling public purpose and are in the best interest of the County and its citizens;

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

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

SECTION 2. Amendments. Volume 1, Chapter 18, Article VI, Section 18-314 through Section 18-324 of the Escambia County Code of Ordinances are hereby amended to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 18-314. - Definitions.

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Continuously held means commencing on the date shown as the start date on the license permit and continuing without break or interruption during the established regular hours and days of the sale as specified within the application, until the end of the permit period. In the case of dealers licensed under Chapter 320 of the Florida Statutes, as amended, the sale may not extend past the dates authorized by the Florida Department of Highway Safety and Motor Vehicle's Temporary Off-Premises Supplemental Sales Permit. See §§ 320.27(5), 320.77(7) and 320.771(7), Florida Statutes, as amended.

Itinerant vendor means all persons, firms and corporations, as well as their agents and employees, who engage in the temporary or transient business in the unincorporated area of the county, of selling, offering for sale or exhibiting for sale any goods, wares or merchandise and who, for the purpose of carrying on such business, either hires, rents, leases or occupies any room or space in any building, structure, any lot or parcel of land or vehicle in such unincorporated area of the county, in, through or from which any goods, wares or merchandise may be sold, offered for sale or exhibited for sale.

Temporary means any such business transacted or conducted in the unincorporated area of the county for which definite arrangements have not been made for the hire, rental or lease of premises for at least ~~180~~30 days in or upon which such business is to be operated or conducted, excepting from the provisions of this article any business sponsored by or under contract with an established business, shopping mall, shopping center or interstate fairground, and which agrees in writing to act as surety therefor for the period which such business contracts with or is sponsored by such established business, shopping mall, shopping center, or interstate fairground and two years thereafter.

Transient means any such business of any such itinerant vendor as may be operated or conducted by persons, firms, or corporations, or by their agents or employees who reside away from the county or who have fixed places of business in places other than the county, or who have their headquarters in places other than the county, or who move stocks of goods or merchandise or samples thereof into the county with the purpose or intention of removing them or the unsold portion thereof away from the county before the expiration of ~~180~~30 days.

Sec. 18-315. - Exemption.

The licensing provisions of this article shall not be applicable to:

(1) Salesmen representing wholesale houses or distributors who sell to local retail merchants from catalogues or samples.

(2) Sales of items which have been personally fabricated or handcrafted by the seller thereof.

(3) Sales of goods or merchandise purchased with donated funds or donated by the owners thereof, the proceeds whereof to be applied to any charitable or philanthropic purpose.

(4) The conducting of a sale of privately owned, used merchandise at garage or yard sales on premises owned or rented as a residence by the seller of such goods.

(5) Sales of goods or merchandise at festivals, celebrations or other special events sponsored or permitted by the appropriate governing body or authority.

(6) The sale of farm, grove, horticultural, floricultural, tropical piscicultural, or tropical fish, farm products or products manufactured therefrom, except intoxicating liquors, wine or beer.

(7) Where anticipated sales and stocks on hand are anticipated at or valued at less than $500.00 in any given business day.

(8) Those persons doing business pursuant to Ordinance No. 83-18, commonly referred to as the seafood vendor's ordinance (section 18-1).

(9) The sale or exhibit of firearms and related items.

(10) The sale of a "motor vehicle," as that term is defined in section 18-353. However, the licensing provisions of this article shall still be applicable to all other types of motor vehicles, as defined in Chapter 320 of the Florida Statutes, as amended.

Sec. 18-316. - License permit required; license permit application fee.

It shall be unlawful for any itinerant vendor to sell, offer for sale or exhibit for sale, any goods, wares or merchandise without having first secured a license permit therefor, as provided in this article. The office of the tax collector of the county shall issue to any itinerant vendor a license permit authorizing such itinerant vendor to sell, exhibit for sale or offer for sale, in the unincorporated areas of the county, goods, wares and merchandise only after such itinerant vendor shall have fully complied with the provisions of this article and made payment of a license permit application fee based on the following schedule:

If Anticipated Sales Are

$10,000.00 or less $120.00
$10,001.00—$24,999.00 ..... $250.00

If Anticipated Sales Are

$25,000.00—~~$49,000.00~~49,999.00 ..... $375.00
$50,000.00—~~$99,000.00~~99,999.00 ..... $500.00
Over $100,000.00 ..... $625.00

Sec. 18-317. – License permit application procedure.

(a) The itinerant vendor shall make application to the office of the county tax collector at least ten days prior to the date of his contemplated sale or offer for sale to be held in the unincorporated areas of the county, which application shall be in the form of an affidavit stating the full name and address of the itinerant vendor, the location of his or its principal office and place of business, the names and addresses of its officers if it be a corporation, and the partnership name and the names and addresses of all partners if such itinerant vendor be a firm. The county tax collector may waive the ten-day application timeframe upon a showing of good cause.

(b) Before such license permit shall issue, the application therefor must be accompanied by:

(1) A statement showing the kind and character of the goods, wares or merchandise to be sold or offered for sale.

(2) A certified copy of the charter if the itinerant vendor be a corporation, incorporated under the laws of the state.

(3) A certified copy of its permit to do business in the state if the itinerant vendor be a corporation incorporated under the laws of some state other than this state.

(4) A bond in the sum of ~~$5,000.00~~ $10,000.00 or ten percent of anticipated sales, whichever is greater, shall be required. ~~and it~~ The bond shall be executed by the itinerant vendor as principal with two or more good and sufficient sureties satisfactory to the office of the county tax collector, which bond shall be payable to the ~~county~~ Escambia County Board of County Commissioners, for the use and benefit of the county and any other person or persons entitled thereto and conditioned that the principal and surety will pay all damages to persons caused by, or arising from or growing out of, the wrongful, fraudulent, or illegal conduct of the itinerant vendor while conducting the sale or offer for sale in the county. The bond shall remain in full force and effect for the entire duration of the license permit as provided in this article and two years thereafter~~, or until compliance with the provisions of this article, whichever period is greater~~. The itinerant vendor shall ensure that the itinerant vendor's name appearing on the bond is the same name appearing on the license permit application and on the itinerant vendor's business tax receipt. All documents submitted for the purpose of obtaining an itinerant vendor business license shall be original documents.

(5) A statement of the commencement and completion dates of the anticipated sale. The commencement and completion dates shall match those dates contained on the itinerant vendor's State of Florida Temporary Off-Premises "Supplemental" Sales Permit.

(6) An affidavit affirming that there are no active consumer complaints against the itinerant vendor.

(7) A statement of the following information for the itinerant vendor's notary: (i) name, address, telephone number and e-mail address of notary, and (ii) notary bond information. If the itinerant vendor will not be utilizing the services of a notary, then the itinerant vendor shall include a statement affirming that no notary will be utilized.

The information listed above in Sec. 18-317(b) shall be provided no later than five days prior to the commencement date of the sale.

(c) The itinerant vendor shall display or announce the license permit number in all advertisements, whether the advertisement be by circular, handbill, magazine, newspaper, poster, billboard, television, radio announcement or any other means of conveying to the public notice of the anticipated sale.

Sec. 18-318. - Verification of emergency, bankrupt, damaged, etc., sales status.

An itinerant vendor shall not advertise, represent, or hold forth a sale of goods, wares, or merchandise as an emergency, insurance, bankrupt, insolvent, assignee, trustee, estate, executor, administrator, receiver, manufacturer's wholesale, cancelled order, or misfit sale or closing-out, or a sale of any goods damaged by smoke, fire, water or otherwise, unless before so doing he shall state in writing under oath to the office of the tax collector of the county at the time he makes application for a license permit all the facts relating to the reason and character of such special sales so advertised, held forth or represented, including a statement of the names of persons from whom such goods, wares, or merchandise were purchased, and the date of delivery of such goods, wares, or merchandise to the person applying for license permit, the place where such goods, wares, or merchandise were taken last, and such details necessary to exactly locate and fully identify goods, wares, or merchandise to be sold, and make such further disclosure to and give such information as may be required by the tax collector of the county. An itinerant vendor shall also include in such statement names and residences of the owners in whose interest the sale is conducted and whether conducted as an individual, firm, association, or corporation. An itinerant vendor shall maintain reasonable indicia of ownership onsite during the sale or exhibit. An itinerant vendor shall also permit inspection of all indicia of ownership by the sheriff of the county or his duly authorized representative, and other law enforcement officers operating in the county.

Sec. 18-319. - License permit prerequisite to sales or advertisement.

(a) It shall be unlawful for any itinerant vendor to sell or exhibit for sale either at public or private sale any goods, wares, or merchandise without first complying with the provisions of sections 18-316 through 18-319, or to make any false statements in reference to the matters required in subsection 18-317(b) and

section 18-318, or to fail or refuse to comply with the requirements of any of the provisions of this article, and every person, whether principal or agent, who by circular, handbill, magazine, newspaper, poster, billboard, television, radio announcement or in any manner advertises such sales as contemplated in this article before proper license permit is issued to such itinerant vendor and before he has complied with the provisions of this section, shall be guilty of a violation of this article. Provided, however, that nothing in this section contained shall be construed as abridging or denying the right and power of the board of county commissioner to refuse or withhold the granting of any license permit or to revoke the license permit, if granted, to an itinerant vendor upon any hearing thereof when in the discretion of such board of county commissioners on the basis of the disclosures during such hearing, or from other information deemed by them sufficient, such action may be deemed necessary or proper to protect or safeguard the public from imposition, mischief or fraud.

(b) All advertisements shall include a statement that the itinerant vendor is bonded and insured.

Sec. 18-320. - Reports of sales.

(a) All itinerant vendors shall make a verified report of sales within seven days of the close of business. The report shall include a detailed summary of the goods, wares, or merchandise sold; including the sales price, year, make, model and identification number (if applicable). In the case of sales involving trade-ins, the report shall also include a detailed summary of those goods, wares, or merchandise that the itinerant vendor has accepted as a trade-in, including the value of the trade-in as determined by the itinerant vendor.

(b) All itinerant vendors shall provide a sworn affidavit within ten days of the close of business. The affidavit shall include an affirmation that all goods, wares, or merchandise sold has been delivered in working order to the purchasers. In the case of sales involving trade-ins, the itinerant vendor shall also include in the affidavit an affirmation that any and all liens on the traded goods, wares, or merchandise have been satisfied.

(c) If the report of sales establishes that the actual sales exceeded the anticipated sales estimated in accordance with Section 18-316 then, at the time of submission of the report of sales, the itinerant vendor shall pay to the county tax collector the difference between the application fee paid and the application fee that would have been paid had the application fee been calculated using actual sales.

(d) The following shall be considered grounds for denial of issuance of future license permits to an itinerant vendor:

(1) The failure to timely provide any of the reports of sales information described in this section;

(2) The failure to timely pay the license permit application fee as described in Section 18-316; and

(3) The failure to exercise good faith when securing the bond based on anticipated sales, as required by Section 18-317(b)(4). If the report of sales establishes that the actual sales exceeded the anticipated sales by more than fifty percent (50%), then such result shall be considered a failure to exercise good faith in estimating anticipated sales.

Sec. 18-321. - License permit not transferable.

The license permit provided for in this article shall not be transferable, nor give authority to more than one person to sell or exhibit goods or merchandise as an itinerant vendor either by agent or by employee or in any other way than his own proper person, but any person having obtained such license permit may have the assistance of one or more persons in conducting the sale or offer of sale, who shall have authority to aid that principal, but not to act for or without him.

Sec. 18-322. - Duration of license permit.

The license permit as provided for in this article shall continue so long as such sale or exhibit is continuously held in the unincorporated areas of the county, ~~but in no event shall it continue for more than 180 days from the date of its issuance~~ so long as the sale or exhibit does not extend beyond the completion date stated in the itinerant vendor's license permit application. Any extension beyond the stated completion date shall require an additional license permit. Such license permit shall be prominently displayed in a conspicuous place on the premises where such sale or exhibit is being conducted and shall remain so displayed so long as any goods, wares or merchandise are being so sold or offered for sale.

Sec. 18-323. - Penalties.

(a) Any person violating any provision of this article or any rule, order, or regulation made pursuant to this article shall be prosecuted in the same manner as misdemeanors are prosecuted, and upon conviction shall be punished by a fine not to exceed $500.00 or by imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment.

(b) The county attorney is hereby authorized to institute a civil action in a court of competent jurisdiction to seek injunctive relief to enforce compliance with this article.

(c) For the purposes of this article, a separate offense shall be deemed committed for each day a violation of this article exists, such time commencing on the day the offender is notified of the violation.

(d) Any violation of this Article shall be considered grounds for denial of issuance of future license permits to an itinerant vendor. Any itinerant vendor aggrieved by any denial of issuance of a future license permit may petition the board of county commissioners of the county for review of such decision. A petition setting forth a statement of facts establishing petitioner's grievance shall be filed with the clerk to the board of county commissioners within 20 days of the decision for which review is sought. Within 20 days of the filing of the petition, the board of county commissioners shall issue an order providing for a notice and time of hearing on the claim of petitioner before the board of county commissioners at its next regular meeting.

Sec. 18-324. - Enforcement.

(a) The sheriff of the county or his duly authorized representative, and other law enforcement officers operating in the county, are authorized and directed to enforce this article.

(b) At least five days prior to the commencement date of the anticipated sale or exhibit, the itinerant vendor shall notify the office of the county tax collector of the sale commencement date.

(c) At least five days prior to the commencement date of the anticipated sale or exhibit, the itinerant vendor shall also notify the Escambia County Sheriff's Office in writing of the anticipated sale date(s), provide the Sheriff's Office with a copy of the itinerant vendor's license permit, as well as provide the Sheriff's Office with contact information (name, telephone number, address and email address) for the onsite manager and security personnel expected to be present each day of the sale or exhibit.

SECTION 3. Severability and Conflicts. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance. If this ordinance conflicts with any other ordinance in the Escambia County Code of Ordinances, this ordinance shall apply.

SECTION 4. Inclusion in Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall be codified as required by F.S. § 125.68, and that the sections, subsections and other provisions of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

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SECTION 5. **Effective Date.** This ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Approved as to form and legal sufficiency.

By/Title: Kia M. Johnson, ACA

Date: 10-16-2020

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-18807 **Clerk & Comptroller's Report 10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 11/05/2020
Issue: TDT Collection Data for the August 2020 Returns Collected in September 2020
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the August 2020 Returns Collected in September 2020

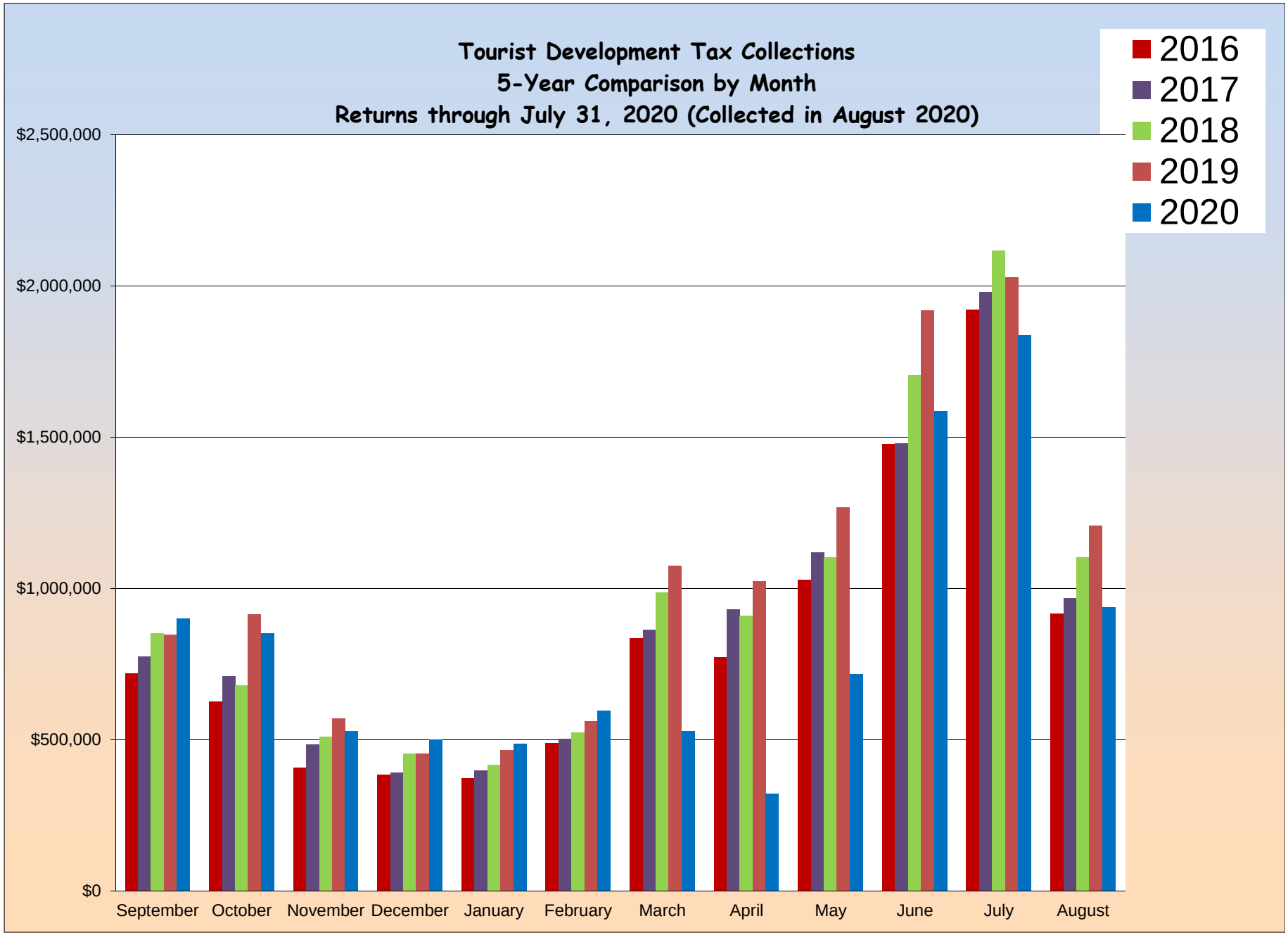
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the August 2020 returns received in the month of September 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the twelfth month of collections for the Fiscal Year 2020; total collections for the month of August 2020 returns was $938,397.86; this is a 22.34% decrease over the August 2019 returns; total collections year to date are 20.61% less than the comparable time frame in Fiscal year 2019.

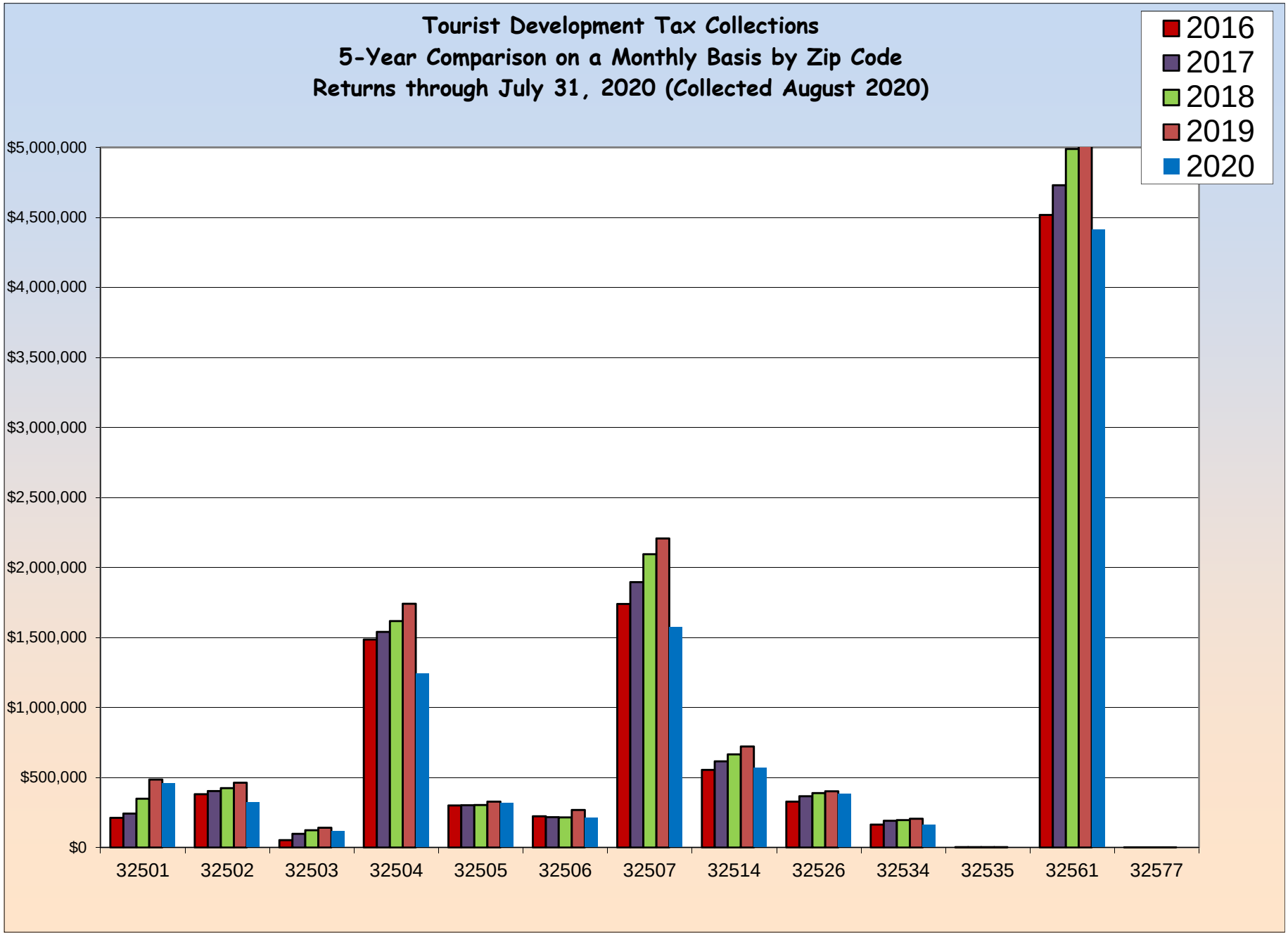
Attachments

August 2020 TDT Collections Received in September 2020

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

Zip Code	Fiscal Year 2020 YTD Collected	Fiscal Year 2019 YTD Collected	Difference	% Change
32501	459,573	484,584	(25,011)	-5%
32502	324,847	461,479	(136,632)	-30%
32503	120,074	140,383	(20,309)	-14%
32504	1,245,891	1,739,904	(494,013)	-28%
32505	319,961	327,728	(7,768)	-2%
32506	213,783	267,653	(53,870)	-20%
32507	1,572,826	2,207,389	(634,563)	-29%
32514	569,114	721,149	(152,035)	-21%
32526	383,239	401,737	(18,498)	-5%
32534	163,490	204,587	(41,097)	-20%
32535	3,025	2,120	905	43%
32561	4,416,214	5,376,666	(960,452)	-18%
32562	-	-	-	0%
32577	$ 409	299	110	37%
Total	**$ 9,792,447**	**$ 12,335,678**	**$ (2,543,231)**	-21%


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


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis by Zip Code
Returns through July 31, 2020 (Collected August 2020)
2016
2017
2018
2019
2020
$5,000,000
$4,500,000
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
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32514
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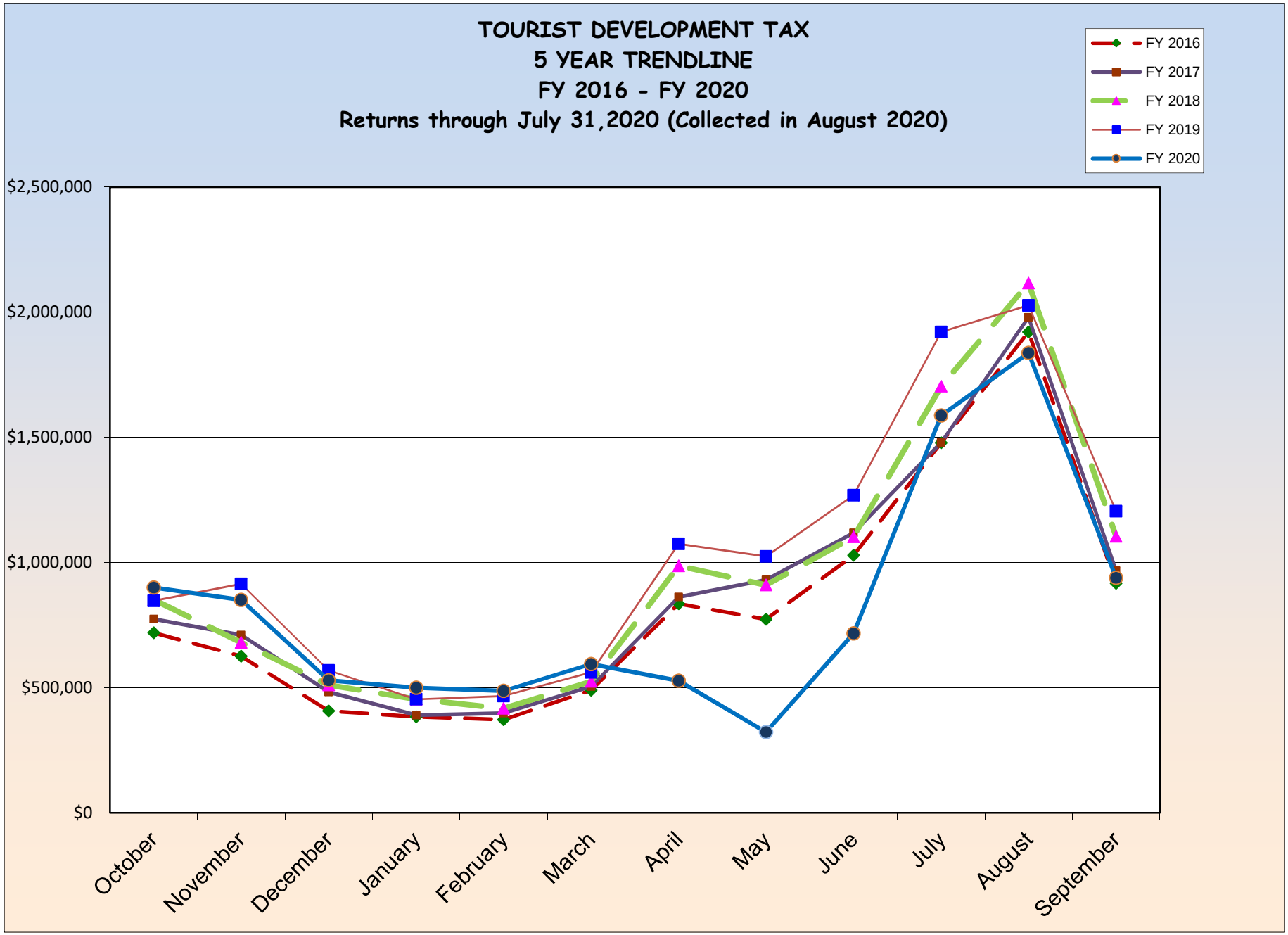
32534
32535
32561
32577


TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2016 - FY 2020
Returns through July 31,2020 (Collected in August 2020)
FY 2016
FY 2017
FY 2018
FY 2019
FY 2020
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
October
November
December
January
February
March
April
May
June
July
August
September

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

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/19	$ 38,864	4%	$ 43,390	5%	$ 10,319	1%	$ 115,910	13%	$ 18,785	2%
11/19	$ 38,278	4%	$ 41,085	5%	$ 9,174	1%	$ 115,176	14%	$ 41,340	5%
12/19	$ 28,981	5%	$ 32,775	6%	$ 8,157	2%	$ 95,180	18%	$ 15,598	3%
01/20	$ 27,940	6%	$ 28,419	6%	$ 7,593	2%	$ 82,570	17%	$ 16,314	3%
02/20	$ 26,779	5%	$ 30,489	6%	$ 6,869	1%	$ 87,718	18%	$ 20,850	4%
03/20	$ 36,041	6%	$ 39,954	7%	$ 9,141	2%	$ 109,748	18%	$ 22,854	4%
04/20	$ 30,423	6%	$ 29,590	6%	$ 8,737	2%	$ 92,334	17%	$ 20,692	4%
05/20	$ 13,254	4%	$ 4,013	1%	$ 4,346	1%	$ 48,656	15%	$ 23,286	7%
06/20	$ 32,686	5%	$ 9,286	1%	$ 10,818	2%	$ 96,487	13%	$ 38,160	5%
7/20	$ 65,502	4%	$ 22,372	1%	$ 15,550	1%	$ 143,125	9%	$ 36,475	2%
8/20	$ 68,027	4%	$ 24,137	1%	$ 17,400	1%	$ 139,849	8%	$ 39,161	2%
9/20	$ 52,799	6%	$ 19,337	2%	$ 11,970	1%	$ 119,138	13%	$ 26,445	3%
Total	**$ 459,573**	**5%**	**$ 324,847**	**3%**	**$ 120,074**	1%	**$ 1,245,891**	**13%**	**$ 319,961**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/19	$ 15,041	2%	$ 140,739	16%	$ 53,089	6%	$ 27,938	3%	$ 15,692	2%
11/19	$ 15,812	2%	$ 130,228	15%	$ 50,990	6%	$ 25,889	3%	$ 12,521	1%
12/19	$ 12,799	2%	$ 57,418	11%	$ 45,649	9%	$ 23,753	4%	$ 9,957	2%
01/20	$ 11,218	2%	$ 51,924	10%	$ 41,781	8%	$ 35,639	7%	$ 10,800	2%
02/20	$ 21,968	5%	$ 71,109	15%	$ 39,347	8%	$ 23,983	5%	$ 8,689	2%
03/20	$ 15,740	3%	$ 73,054	12%	$ 35,890	6%	$ 16,481	3%	$ 10,840	2%
04/20	$ 12,731	2%	$ 91,009	17%	$ 55,590	11%	$ 17,320	3%	$ 11,881	2%
05/20	$ 8,090	3%	$ 22,067	7%	$ 26,355	8%	$ 28,968	9%	$ 7,077	2%
06/20	$ 21,290	3%	$ 74,329	10%	$ 47,771	7%	$ 42,279	6%	$ 15,262	2%
7/20	$ 30,552	2%	$ 297,233	19%	$ 62,177	4%	$ 51,993	3%	$ 22,070	1%
8/20	$ 30,984	2%	$ 391,063	21%	$ 64,577	4%	$ 46,689	3%	$ 21,454	1%
9/20	$ 17,559	2%	$ 172,652	18%	$ 45,895	5%	$ 42,307	5%	$ 17,246	2%
Total	**$ 213,783**	2%	**$ 1,572,826**	16%	**$ 569,114**	6%	**$ 383,239**	4%	**$ 163,490**	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/19	$ 174	0%	$ 420,258	47%	$ -	0%	$ -	0%	$ 900,200	100%
11/19	$ 265	0%	$ 370,064	43%	$ -	0%	$ 67	0%	$ 850,890	100%
12/19	$ 188	0%	$ 198,784	38%	$ -	0%	$ 18	0%	$ 529,257	100%
01/20	$ 211	0%	$ 185,432	37%	$ -	0%	$ -	0%	$ 499,840	100%
02/20	$ 146	0%	$ 149,314	31%	$ -	0%	$ -	0%	$ 487,261	100%
03/20	$ 193	0%	$ 224,712	38%	$ -	0%	$ -	0%	$ 594,650	100%
04/20	$ 234	0%	$ 157,401	30%	$ -	0%	$ 89	0%	$ 528,032	100%
05/20	$ 181	0%	$ 135,576	42%	$ -	0%	$ 100	0%	$ 321,968	100%
06/20	$ 400	0%	$ 328,205	46%	$ -	0%	$ 2	0%	$ 716,976	100%
7/20	$ 406	0%	$ 840,250	53%	$ -	0%	$ -	0%	$ 1,587,704	100%
8/20	$ 370	0%	$ 993,560	54%		0%		0%	$ 1,837,272	100%
9/20	$ 258	0%	$ 412,658	44%	$ -	0%	$ 134	0%	$ 938,398	100%
Total	**$ 3,025**	0%	**$ 4,416,214**	45%	**$ -**	0%	**$ 409**	0%	**$ 9,792,447**	100%

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

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/18	**33,060**	4%	**29,038**	3%	**8,340**	1%	**120,568**	14%	**16,382**	2%
11/18	**33,959**	4%	**40,218**	4%	**10,154**	1%	**159,394**	17%	**29,404**	3%
12/18	**27,415**	5%	**26,588**	5%	**8,206**	1%	**116,496**	20%	**15,901**	3%
01/19	**28,240**	6%	**23,782**	5%	**7,469**	2%	**91,184**	20%	**15,205**	3%
02/19	**23,598**	5%	**24,054**	5%	**7,452**	2%	**104,269**	22%	**12,833**	3%
03/19	**29,658**	5%	**27,844**	5%	**8,483**	2%	**108,984**	19%	**13,846**	2%
04/19	**46,045**	4%	**43,442**	4%	**12,291**	1%	**157,318**	15%	**33,638**	3%
05/19	**43,737**	4%	**41,551**	4%	**12,653**	1%	**149,918**	15%	**23,995**	2%
06/19	**47,530**	4%	**47,539**	4%	**15,211**	1%	**166,944**	13%	**36,439**	3%
07/19	**63,651**	3%	**56,965**	3%	**18,169**	1%	**187,876**	10%	**52,882**	3%
08/19	**70,686**	3%	**58,515**	3%	**17,962**	1%	**207,544**	10%	**49,577**	2%
09/19	**37,005**	3%	41,945	3%	**13,991**	1%	**169,408**	14%	**27,628**	2%
Total	**484,584**	**4%**	**461,479**	**4%**	**140,383**	1%	**1,739,904**	**14%**	**327,728**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy		Bayou Chico to		Palafox & Scenic		Mobile Hwy North		I-10 &	
Month of Collection	& Highway 98 Area	% OF Total	Perdido Key South of Sorrento Area	% OF Total	Hwy North of I-10 Area	% OF Total	of Michigan Avenue Area	% OF Total	Pensacola Blvd North Area	% OF Total
10/18	**23,343**	3%	**148,106**	17%	**47,657**	6%	**25,767**	3%	**13,922**	2%
11/18	**27,659**	3%	**145,682**	16%	**64,824**	7%	**37,969**	4%	**18,767**	2%
12/18	**16,253**	3%	**68,914**	12%	**50,181**	9%	**29,878**	5%	**14,944**	3%
01/19	**11,089**	2%	**46,182**	10%	**46,077**	10%	**23,426**	5%	**13,288**	3%
02/19	**16,729**	4%	**66,290**	14%	**41,588**	9%	**20,889**	4%	**10,179**	2%
03/19	**11,373**	2%	**85,945**	15%	**54,012**	10%	**22,508**	4%	**9,693**	2%
04/19	**25,421**	2%	**174,844**	16%	**69,638**	6%	**37,999**	4%	**17,683**	2%
05/19	**22,567**	2%	**150,836**	15%	**62,460**	6%	**33,350**	3%	**17,293**	2%
06/19	**22,280**	2%	**213,867**	17%	**72,203**	6%	**39,488**	3%	**20,480**	2%
07/19	**28,150**	1%	**450,320**	23%	**74,539**	4%	**48,245**	3%	**24,977**	1%
08/19	**44,177**	2%	**447,183**	22%	**79,370**	4%	**48,406**	2%	**26,351**	1%
09/19	**18,610**	2%	**209,221**	17%	**58,599**	5%	**33,813**	3%	**17,009**	1%
Total	**267,653**	2%	**2,207,389**	18%	**721,149**	6%	**401,737**	3%	**204,587**	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/18	**209**	0%	**380,137**	45%	**-**	0%	**92**	0%	**846,621**	100%
11/18	**-**	0%	**346,703**	38%	**-**	0%	**40**	0%	**914,773**	100%
12/18	**369**	0%	**193,908**	34%	**-**	0%	**23**	0%	**569,078**	100%
01/19	**-**	0%	**147,642**	33%	**-**	0%	**34**	0%	**453,617**	100%
02/19	**220**	0%	**138,270**	30%	**-**	0%	**-**	0%	**466,370**	100%
03/19	**181**	0%	**188,341**	34%	**-**	0%	**-**	0%	**560,868**	100%
04/19	**176**	0%	**455,965**	42%	**-**	0%	**26**	0%	**1,074,487**	100%
05/19	**219**	0%	**466,067**	45%	**-**	0%	**-**	0%	**1,024,645**	100%
06/19	**254**	0%	**586,236**	46%	**-**	0%	**34**	0%	**1,268,504**	100%
07/19	**169**	0%	**914,887**	48%	**-**	0%	**-**	0%	**1,920,830**	100%
08/19	**175**	0%	**977,640**	48%	**-**	0%	**-**	0%	**2,027,586**	100%
09/19	**148**	0%	**580,871**	48%	**-**	0%	**50**	0%	**1,208,297**	100%
Total	**2,120**	0%	**5,376,666**	44%	**-**	0%	**299**	0%	**12,335,676**	100%

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

THREE (3%) PERCENT TOURIST TAX DOLLARS
COLLECTED 2011-2020

Month Of	For The										
Collection	Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	$ 321,850	$ 343,637	$ 398,300	$ 385,209	$ 442,268	$ 539,766	$ 580,905	$ 638,832	$ 634,966	$ 675,150
NOV	OCT	$ 276,214	$ 304,579	$ 325,198	$ 335,284	$ 411,054	$ 469,351	$ 532,757	$ 510,223	$ 686,080	$ 638,167
DEC	NOV	$ 226,459	$ 244,845	$ 254,898	$ 236,608	$ 284,253	$ 305,743	$ 362,364	$ 382,803	$ 426,808	$ 396,943
JAN	DEC	$ 192,546	$ 212,164	$ 207,117	$ 230,300	$ 251,856	$ 288,130	$ 292,783	$ 340,434	$ 340,213	$ 374,880
FEB	JAN	$ 192,262	$ 200,843	$ 205,954	$ 233,879	$ 247,492	$ 279,148	$ 298,406	$ 312,794	$ 349,778	$ 365,446
MAR	FEB	$ 241,571	$ 270,226	$ 283,812	$ 286,019	$ 309,204	$ 367,477	$ 377,962	$ 393,554	$ 420,651	$ 445,987
APR	MAR	$ 397,690	$ 464,002	$ 518,242	$ 510,758	$ 550,693	$ 626,572	$ 646,982	$ 740,117	$ 805,865	$ 396,024
MAY	APR	$ 417,733	$ 447,350	$ 455,554	$ 506,593	$ 557,617	$ 580,106	$ 698,384	$ 682,509	$ 768,484	$ 241,476
JUN	MAY	$ 510,038	$ 542,048	$ 601,927	$ 679,428	$ 759,528	$ 771,756	$ 839,021	$ 826,650	$ 951,378	$ 537,732
JUL	JUN	$ 708,757	$ 876,396	$ 946,229	$ 982,133	$ 1,059,211	$ 1,109,041	$ 1,109,689	$ 1,278,312	$ 1,440,623	$ 1,190,778
AUG	JUL	$ 871,107	$ 930,410	$ 1,021,761	$ 1,170,208	$ 1,283,566	$ 1,440,991	$ 1,484,514	$ 1,587,419	$ 1,520,689	$ 1,377,954
SEP	AUG	$ 494,298	$ 532,823	$ 636,509	$ 736,893	$ 716,012	$ 688,096	$ 725,616	$ 828,138	$ 906,223	$ 703,798
	TOTAL	**$ 4,850,526**	**$ 5,369,323**	**$ 5,855,500**	**$ 6,293,313**	**$ 6,872,753**	**$ 7,466,178**	**$ 7,949,384**	**$ 8,521,784**	**$ 9,251,757**	**$ 7,344,335**

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

ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS
COLLECTED 2011-2020

Month Of	For The										
Collection	Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	$ 107,283	$ 114,546	$ 132,767	$ 128,403	$ 147,425	$ 179,922	$ 193,635	$ 212,944	$ 211,655	$ 225,050
NOV	OCT	$ 92,072	$ 101,526	$ 108,399	$ 111,761	$ 137,018	$ 156,450	$ 177,586	$ 170,074	$ 228,693	$ 212,722
DEC	NOV	$ 75,487	$ 81,615	$ 84,966	$ 78,869	$ 94,751	$ 101,914	$ 120,788	$ 127,601	$ 142,269	$ 132,314
JAN	DEC	$ 64,182	$ 70,721	$ 69,039	$ 76,767	$ 83,950	$ 96,043	$ 97,594	$ 113,478	$ 113,404	$ 124,960
FEB	JAN	$ 64,087	$ 66,948	$ 68,651	$ 77,960	$ 82,497	$ 93,049	$ 99,469	$ 104,265	$ 116,593	$ 121,815
MAR	FEB	$ 80,524	$ 90,075	$ 94,604	$ 95,340	$ 103,068	$ 122,492	$ 125,987	$ 131,185	$ 140,217	$ 148,662
APR	MAR	$ 132,563	$ 154,667	$ 172,747	$ 170,253	$ 183,564	$ 208,857	$ 215,661	$ 246,706	$ 268,622	$ 132,008
MAY	APR	$ 139,244	$ 149,117	$ 151,851	$ 168,864	$ 185,872	$ 193,369	$ 232,795	$ 227,503	$ 256,161	$ 80,492
JUN	MAY	$ 170,013	$ 180,683	$ 200,642	$ 226,476	$ 253,176	$ 257,252	$ 279,674	$ 275,550	$ 317,126	$ 179,244
JUL	JUN	$ 236,252	$ 292,132	$ 315,410	$ 327,378	$ 353,070	$ 369,680	$ 369,896	$ 426,104	$ 480,208	$ 396,926
AUG	JUL	$ 290,369	$ 310,137	$ 340,587	$ 390,069	$ 427,855	$ 480,330	$ 494,838	$ 529,140	$ 506,896	$ 459,318
SEP	AUG	$ 164,766	$ 177,608	$ 212,170	$ 245,631	$ 238,671	$ 229,365	$ 241,872	$ 276,046	$ 302,074	$ 234,599
TOTAL		**$ 1,616,842**	**$ 1,789,774**	**$ 1,951,833**	**$ 2,097,770**	**$ 2,290,918**	**$ 2,488,726**	**$ 2,649,795**	**$ 2,840,595**	**$ 3,083,919**	**$ 2,448,112**

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-18788 **Clerk & Comptroller's Report 10. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 11/05/2020
Issue: September 2020 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the September 30, 2020, Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended September 30, 2020, as required by Ordinance Number 95-13. On September 30, 2020, the portfolio market value was $316,863,867 and portfolio earnings totaled $259,958 for the month. The short term portfolio achieved a yield of 0.57%. The long-term CORE portfolio achieved a yield of 0.18%.

Attachments

September 2020 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2019-2020
September 30, 2020

Prepared by:

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

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2019-2020
September 30, 2020

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value August 30, 2020	Market Value September 30, 2020
Bank Accounts	$19,225,547	$30,845,623
Local Government Investment Pools[1]	$144,674,972	$125,714,719
Local Government Investment Pools[2]	$25,470,563	$25,470,563
Certificates of Deposit	$41,160,469	$41,160,469
Money Market Mutual Fund	$568,240	$1,739,416
U.S. Treasury Bond/Notes	$54,539,856	$50,415,353
Federal Agency Bond/Note	$15,618,184	$17,502,032
Municipal Bonds	$770,124	$1,404,187
Asset-Backed Securities (ABS)	$2,699,028	$3,828,538
Corporate Notes	$19,130,510	$18,782,968
Total Portfolio Assets:	**$323,857,493**	**$316,863,867**
Current Month Earnings:	**$270,220**	**$259,958**
Fiscal Year to Date Earnings:	**$5,205,527**	**$5,465,823**

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

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	August 30, 2020	September 30, 2020
Market Value	**$230,531,551**	**$223,191,374**
Short Term Portfolio Yield:[3]	**0.59%**	**0.57%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.28%	0.18%
Fiscal YTD Earnings:	**$3,469,630**	**$3,589,916**

LONG TERM CORE PORTFOLIO:	August 30, 2020	September 30, 2020
Market Value	**$93,325,942**	**$93,672,493**
CORE Portfolio Yield to Maturity at Market:	**0.24%**	**0.25%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.14%	0.13%
CORE Portfolio Total Return:	**0.01%**	**0.04%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	-0.02%	0.03%
Effective Duration (Years)	**1.82**	**1.93**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.80	1.83
Fiscal YTD Earnings:	**$1,735,898**	**$1,875,907**

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

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2019-2020
September 30, 2020

SHORT TERM INVESTMENT PORTFOLIO:

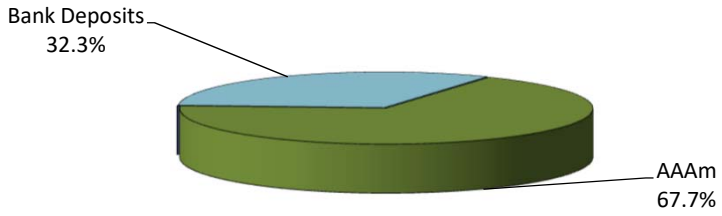
PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 30,845,623	13.8%
Certificates of Deposit	41,160,469	18.4%
Local Government Investment Pools*	125,714,719	56.3%
Local Government Investment Pools**	25,470,563	11.4%
Total Short Term Portfolio Assets:	**$ 223,191,374**	100.0%

**FL PRIME, FLCLASS, FL-FIT*

***FL TRUST*

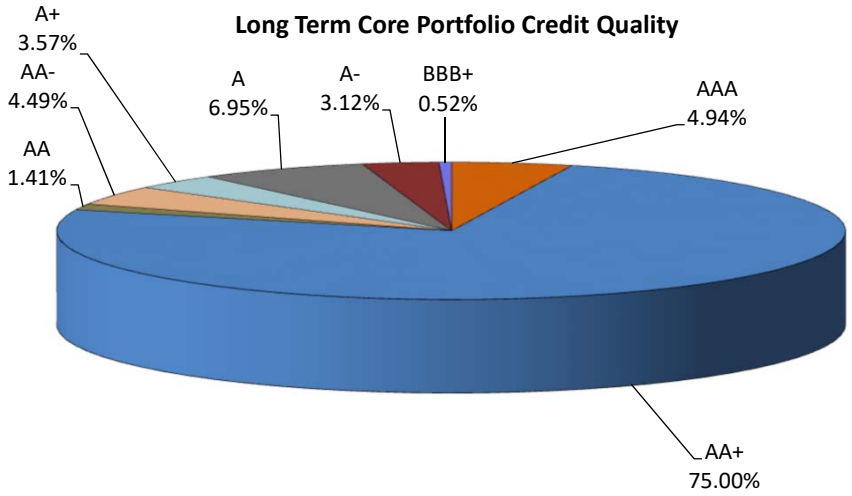
Short Term Portfolio Credit Quality



LONG TERM INVESTMENT PORTFOLIO:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 50,415,353	53.8%
Federal Agency Bond / Note	17,502,032	18.7%
Corporate Note	18,782,968	20.1%
Municipal Bonds	1,404,187	1.5%
Asset-Backed Securities (ABS)	3,828,538	4.1%
Money Market Mutual Fund - Federated Government	1,739,416	1.9%
Total Long Term Core Portfolio Assets:	**$ 93,672,493**	**100.0%**

Long Term Core Portfolio Credit Quality



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2019-2020
September 30, 2020

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	50,415,353	15.9%	100%	Yes
Federal Instrumentalities	17,502,032	5.5%	50%	Yes
Local Government Investment Pools	151,185,282	47.7%	75%	Yes
Certificates of Deposit	41,160,469	13.0%	50%	Yes
Corporate Notes	18,782,968	5.9%	25%	Yes
State and/or Local Government Debit	1,404,187	0.44%	25%	Yes
Asset-Backed Securities (ABS)	3,828,538	1.2%	25%	Yes
Bank Accounts - Bank of America	30,845,623	9.73%	100%	Yes
Money Market Mutual Fund	1,739,416	0.5%	50%	Yes
Total Investment Holdings	**316,863,867**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Adobe Inc	551,127	0.2%	5%	Yes
Amazon.com INC	365,467	0.1%	5%	Yes
American Honda Finance	667,767	0.2%	5%	Yes
Apple Inc. Corporate Notes	1,030,955	0.3%	5%	Yes
Bank of America Co	477,518	0.2%	5%	Yes
Bank Accounts - Bank of America	30,845,623	9.7%	100%	Yes
Bank of Nova Scotia	688,855	0.2%	5%	Yes
BBVA	15,506,106	4.9%	15%	Yes
BMW Vehicle Owner Trust	195,498	0.1%	5%	Yes
Centennial Bank	5,135,227	1.6%	15%	Yes
Carmax Auto Owner Trust	296,461	0.1%	5%	Yes
Caterpillar Inc	882,252	0.3%	5%	Yes
Chevron Corporation Corp Notes	663,141	0.2%	5%	Yes
Citigroup INC	475,852	0.2%	5%	Yes
Deere & Company	1,033,960	0.3%	5%	Yes
Fannie Mae	5,138,841	1.6%	5%	Yes
Fidelity Institutional Government MMF	1,739,416	0.55%	25%	Yes
FLCLASS	5,334,872	1.7%	50%	Yes
FL-FIT	32,256,082	10.2%	50%	Yes
Florida ST Hurricane CAT Fund	634,481	0.2%	5%	Yes
Florida Prime (SBA)	88,123,765	27.8%	50%	Yes
Florida Local Government Investment Trust	25,470,563	8.0%	50%	Yes
Freddie Mac	12,363,190	3.9%	25%	Yes
Glaxosmithkline PLC TAL	280,430	0.1%	5%	Yes
GM Financial Auto Leasing Trust	224,807	0.1%	5%	Yes
Hancock Bank	5,153,620	1.6%	15%	Yes
Honda Auto Receivables	389,878	0.1%	5%	Yes
Honeywell International	761,842	0.2%	5%	Yes
Hyundai Auto Receivables	305,361	0.1%	5%	Yes
Intel Corporation	1,030,955	0.3%	5%	Yes
John Deere Owner Trust	200,373	0.1%	5%	Yes
Mastercard	763,038	0.2%	5%	Yes
Mercedes-Benz Auto Lease Trust	260,008	0.1%	5%	Yes
Merck & CO Inc	776,297	0.2%	5%	Yes
Microsoft Corporate Notes	1,231,487	0.4%	5%	Yes
National Rural Utilities Co Finance Corp	377,054	0.1%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2019-2020
September 30, 2020

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
New York State Urban Development Corp	277,872	0.1%	**5%**	**Yes**
Nissan Auto Lease Trust	254,970	0.1%	**5%**	**Yes**
Nissan Auto Receivables	180,079	0.1%	**5%**	**Yes**
NY & NJ Port Auth	263,887	0.1%	**5%**	**Yes**
Oracle Corp	1,030,644	0.3%	**5%**	**Yes**
Paccar Financial Corp	141,332	0.0%	**5%**	**Yes**
Proctor & Gamble Co	683,317	0.2%	**5%**	**Yes**
Royal Dutch Shell PLC	682,357	0.2%	**5%**	**Yes**
Servisfirst Bank	15,365,517	4.8%	**15%**	**Yes**
State of Connecticut	77,254	0.02%	**5%**	**Yes**
Tampa Water & Wastewater	150,693	0.0%	**5%**	**Yes**
The Bank of New York Mellon Corporation	451,012	0.1%	**5%**	**Yes**
The Walt Disney Corporation	514,609	0.2%	**5%**	**Yes**
Toronto-Dominion Bank	942,884	0.3%	**5%**	**Yes**
Toyota Motor Corp	1,855,808	0.6%	**5%**	**Yes**
Unilever PLC	280,454	0.1%	**5%**	**Yes**
United Parcel Service Inc.	515,527	0.2%	**5%**	**Yes**
United States Treasury Securities	50,415,353	15.9%	**100%**	**Yes**
Verizon Owner Trust	470,252	0.1%	**5%**	**Yes**
Visa Inc	677,880	0.2%	**5%**	**Yes**
Total Investment Holdings	**316,863,867**	**100.00%**		

AI-18782 **Clerk & Comptroller's Report 10. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 11/05/2020
Issue: Acceptance of Documents for Filing with the Board's Minutes
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning the Acceptance of Documents Provided for Filing with the Board's Minutes

That the Board accept, for filing with the Board's Minutes, Closing Documents for the sale of surplus property at 3722 James Street, based on the Board's action on July 10, 2014, CAR II-7, authorizing the surplus and sale of real properties and authorizing the Chairman to sign all documents related to the sale.

Attachments

Closing Documents and Board Action related to 3722 James Street

ESCAMBIA COUNTY

INTER-OFFICE MEMORANDUM

TO: DeLana Allen-Busbee, Deputy Clerk to the Board

FROM: Beth Larrieu, Administrative Assistant to
Stephen G. West, Senior Assistant County Attorney

DATE: October 15, 2020

RE: Sale of Surplus Property; 3722 James Street
BCC Approved: 7-10-2014

The real property closing for the County's sale of property at 3722 James Street has been completed. Attached are the below listed documents for filing with the Board records.

1. Copy of deed from Escambia County to Christopher Hicks, recorded in OR Book 8383 at page 1730.
2. Original Settlement Statement.
3. Original Satisfaction of Conditions Precedent to Closing.
4. Original Agreement for Sale and Purchase.

If you have any questions, do not hesitate to give me a call.

/el
Attachments
cc: Tara Cannon, OMB

This document was prepared by:
Stephen G. West
Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2020085289 10/14/2020 3:22 PM
OFF REC BK: 8383 PG: 1730 Doc Type: D
Recording $18.50 Deed Stamps $35.70

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

THIS DEED is made this 13TH day of OCTOBER, 2020, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and Christopher Hicks, whose address is 1800 E. Franklin Street, Evansville, Indiana 47711(Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Five Thousand and Seven Dollars ($5,007.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following land in Escambia County, Florida, more particularly described as follows:

BEG AT A PT ON S R/W LI OF US RD 90 (HWY 10A) WHICH IS 1520 8/10 FT ALG SD R/W E OF FRISCO RR R/W (SD PT BEING ON ELY LI OF KRASNOSKY AVE AND BEING ALG SD S R/W OF HWY 90) 200 FT ELY OF NW COR OF GEORGE KRASNOSKY PROP (DB 145 P 292) S PARL WITH W LI OF GEORGE KRASNOSKY PROP ALG ELY LI OF KRASNOSKY AVE 550 FT FOR POB CONT SLY ALG SD ELY R/W OF KRASNOSKY AVE 90 FT TO NELY COR OF INTER OF KRASNOSKY AVE & JAMES ST ELY PARL WITH N LI OF SD GEORGE KRASNOSKY PROP AND ALG NLY LI OF JAMES ST 150 FT NLY PARL TO ELY LI OF KRASNOSKY AVE 90 FT WLY PARL TO N LI KRASNOSKY PROP 150 FT TO POB LESS W 100 FT PART OF LT 66 OR 1191 P 69 PLAT DB 128 P 575 CA 156
SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 34-2S-30-0660-000-021
TAX ACCOUNT NUMBER 07-0787-000

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2020 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

Date Executed
10/13/2020

BCC Approved: 7-10-2014

Settlement Statement

BUYER: Christopher Hicks
SELLER: Escambia County, Florida
PROPERTY: 3722 James Street (Tax Account No. 07-0787-000)
DATE: October 14, 2020

CLOSING EXPENSES

	Paid from BUYER'S Funds at Settlement	Paid from SELLER'S Funds at Settlement
2020 Ad Valorem Taxes	POC	EXEMPT
Recording Fees: Deed (2 pages)	$ 18.50	
Documentary Stamp Tax: Deed (.70 per $100)	$ 35.70	
Title Insurance	POC	
Seller's Attorney Fees	$ 230.00	
TOTAL CLOSING EXPENSES:	$ 284.20	$ -
Purchase Price due from Buyer	$ 5,007.00	
Less Bid Deposit	$ 500.70	
Purchase Price due from Buyer	$ 4,506.30	
TOTAL AMOUNT TO CLOSE	**$ 4,790.50**	**$ -**

THE UNDERSIGNED CLOSING ATTORNEY REPRESENTS THE SELLER IN THIS TRANSACTION AND DOES NOT UNDERTAKE TO PROVIDE ADVICE OR LEGAL REPRESENTATION TO THE BUYER.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
ESCAMBIA COUNTY, FLORIDA, by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Date Executed
10/13/2020

BCC Approved: 7-10-2014

BUYER:

Witness

Print Name

Christopher Hicks

Witness

Print Name

DISBURSEMENTS

Amounts Received from:

Buyer:	$	4,790.50
Seller:	$	-
Total Received:	**$**	**4,790.50**

Amounts Disbursed to:

Pam Childers, Clerk of Court (Doc Stamps & Recording Fees)	$	54.20
Escambia County, Florida (Purchase Price & Seller's Attorney Fees)	$	4,736.30
Total Disbursed:	**$**	**4,790.50**

Stephen G. West, Senior Assistant County Attorney

SATISFACTION OF CONDITIONS
PRECEDENT TO CLOSING

The undersigned parties acknowledge that all contingencies in the Agreement for Sale and Purchase have been satisfied or waived.

Executed by **Seller** on the 13th day of October, 2020.

SELLER:
ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

Steven Barry, Chairman

BCC Approved: 7-10-2014

Executed by **Buyer** on the 5th day of OCTOBER, 2020.

BUYER:

Witness _____

Print Name _____

Witness _____

Print Name _____

Christopher Hicks

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 2020, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Christopher Hicks, whose address is 1800 E. Franklin Street, Evansville, Indiana 47711 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below;

BEG AT A PT ON S R/W LI OF US RD 90 (HWY 10A) WHICH IS 1520 8/10 FT ALG SD R/W E OF FRISCO RR R/W (SD PT BEING ON ELY LI OF KRASNOSKY AVE AND BEING ALG SD S R/W OF HWY 90) 200 FT ELY OF NW COR OF GEORGE KRASNOSKY PROP (DB 145 P 292) S PARL WITH W LI OF GEORGE KRASNOSKY PROP ALG ELY LI OF KRASNOSKY AVE 550 FT FOR POB CONT SLY ALG SD ELY R/W OF KRASNOSKY AVE 90 FT TO NELY COR OF INTER OF KRASNOSKY AVE & JAMES ST ELY PARL WITH N LI OF SD GEORGE KRASNOSKY PROP AND ALG NLY LI OF JAMES ST 150 FT NLY PARL TO ELY LI OF KRASNOSKY AVE 90 FT WLY PARL TO N LI KRASNOSKY PROP 150 FT TO POB LESS W 100 FT PART OF LT 66 OR 1191 P 69 PLAT DB 128 P 575 CA 156
SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 34-2S-30-0660-000-021
TAX ACCOUNT NUMBER 07-0787-000.

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on July 10, 2014, Seller approved the sale of the Property; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.

2. Purchase Price and Method of Payment. The purchase price for the Property is Five Thousand and Seven Dollars ($ 5,007.00) and must be paid by certified or official check at closing.

3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title insurance commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of

access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, has the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

a. Ad valorem real property taxes and assessments for the year 2020 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

b. Reservation of an undivided ¾ interest in, and title in and to an undivided ¾ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided ½ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 30 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER	
_____	__X__	Deed Documentary Stamps
_____	__X__	Survey, if any
_____	__X__	Recording (Deed)
_____	__X__	County Attorney's Fees (Document Preparation)
_____	__X__	Title Insurance, if any
_____	__X__	Structural and Environmental Inspections, if any
_____	__X__	Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.

b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.

b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.

c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.

d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.

e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.

f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole

discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving

the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:
Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

TO THE BUYER:
Christopher Hicks
1800 E. Franklin Street
Evansville, IN 47711

WITH A COPY TO:
County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:
ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Steven Barry, Chairman

Deputy Clerk

Date Executed
10/13/2020

BCC Approved: 7-10-2014

BUYER:

Witness _____
Print Name _____

Witness _____
Print Name _____

Christopher Hicks

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 5 day of OCT, 2020, by Christopher Hicks. He (_) is personally known to me, or (✓) has produced current _____ Drivers License as identification.

LAURA BARRETT
Resident of Gibson County, IN
Commission Expires: May 13, 2026
Commission # 713425

Signature of Notary Public

LAURA BARRETT
Printed Name of Notary Public

(Notary Seal)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

7. Taking the following action concerning the surplus and sale of real properties, located at the following locations, that have escheated to the County:

A. Authorizing the County Attorney to take such necessary actions to evict the occupants of County-owned properties, if they are still occupying the premises;

B. Declaring surplus the Board's real properties, as listed below, with the Property Appraiser's (PA) Value and District noted:

Account	Reference	2013 PA Value	Address	District
063673000	332S301300006012	$9,984	3700 West Moreno Street Block	3
064006100	332S303300092265	$6,935	3502 West Cervantes Street	2
064094000	332S303301005274	$7,434	3403 West Lloyd Street	3
064306500	332S304000013242	$6,814	600 Y Street Block	2
070787000	342S300660000021	$6,032	3722 James Street	2
070979200	342S300850001002	$3,311	901 Krasnosky Street	2
070989000	342S300860050001	$5,652	3704 West Cervantes Street	2
071619000	342S301150011003	$11,400	17 Carey Avenue	2
074108730	372S303400014002	$8,075	10 Beth Circle	2
081010000	502S305040003004	$7,195	706 Wingate Street	2
081479000	512S306000000008	$17,586	20 West Washington Street	2
081839000	502S306070120004	$7,600	89 Leyte Drive	2
084039000	592S301000010017	$14,250	13 Elegans Avenue	2
084369000	592S302700002038	$7,960	200 Seamarge Lane Block	2
070729000	342S300590034059	$10,347	533 North Green Street	3

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-19. Approval of Various Consent Agenda Items – Continued

7. Continued…

B. Continued…

Account	Reference	2013 PA Value	Address	District
092642000	012S314301001002	$6,175	4900 Sierra Drive Block	1
094070110	192S314209003002	$4,180	200 S Crow Road Block	1
101348500	362S311010000005	$16,862	5900 Princeton Drive Block	1
112711110	091N311000233004	$5,107	Off Muscogee Road	5

C. Authorizing the sale of each property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

D. Authorizing the Chairman to sign all documents related to the sales.

8. Taking the following action concerning PD 13-14.054, Financial Auditing Services (Funding: Fund 001, General Fund, Cost Center 140201, Object Code 53101):

A. Approving the following ranking of the Proposal Review Committee:

(1) Warren Averett, LLC;
(2) Saltmarsh, Cleaveland and Gund; and
(3) Carr, Riggs & Ingram CPA's and Advisors; and

(Continued on Page 22)

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

AI-18872 **Clerk & Comptroller's Report 10. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 11/05/2020
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held October 8, 2020;

B. Approve the Minutes of the Attorney-Client Session held October 15, 2020;

C. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held October 15, 2020; and

D. Approve the Minutes of the Regular Board Meeting held October 15, 2020.

Attachments

20201008 Committee of the Whole Report
20201015 Attorney-Client Session Minutes
20201015 Gary Sansing Public Forum Report
20201015 Regular BCC Meeting Minutes

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

OCTOBER 8, 2020

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

Absent: Commissioner Douglas B. Underhill, District 2

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

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

   Chairman Barry called the Committee of the Whole (C/W) Workshop to order at 9:05 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office, that the meeting was advertised in the *Pensacola News Journal* on October 3, 2020, in the Board's weekly meeting schedule.

3. Pledge of Allegiance to the Flag

   Commissioner May led the Pledge of Allegiance to the Flag and the Board held a brief Commissioners' Forum.

FOR INFORMATION: Commissioner Barry advised the C/W that he is working on a Resolution to bring back next week requesting that FDOT consider adding additional storm water capacity and regional storm water facilities in the vicinity of Eleven Mile Creek into the current PD&E (Project Development and Environment) reevaluation of the Nine Mile Road corridor.

AGENDA ITEMS – Continued

4. Itinerant Vendor Ordinance

A. Board Discussion – The C/W:

(1) Was advised by County Attorney Alison Rogers that there are two versions of the Itinerant Vendor Ordinance for the Board's consideration;

(2) Heard consensus from the Board regarding support for Option B; and

(3) Was advised by County Attorney Rogers that she will bring back Option B for a vote in November; and

B. Board Direction – None.

Speaker(s):

Alan Turner

5. Eager Beaver Permit

A. Board Discussion – The C/W:

(1) Was advised by County Attorney Rogers that:

- Eager Beaver filed a lawsuit against the County for declaratory judgment stating that under the County's Ordinance they should be entitled to a five year permit to process the land clearing and yard trash at their site instead of a one year permit, which is what is currently given to processing under the Solid Waste Code
- The suggestion and ask from Eager Beaver's counsel is that they are holding off on pursuing the lawsuit, which has been filed, until they can get an answer from the County on whether the Board would be open to amending the Code to create a new category for processing, and direct staff to bring back an amendment to the Code that would allow the tweak to the Solid Waste Code

(2) Heard comments from Commissioner Bergosh concerning the different types of facilities and that he is not opposed to permits for recycling vegetative debris for five years; Commissioner Barry suggested something in between the current one year allowance and five years;

(3) Heard comments from Commissioner May regarding his support of something in the middle in regards to the permitting;

(Continued on Page 3)

AGENDA ITEMS – Continued

5. Continued…

   A. Continued…

      (4) Was advised by County Attorney Rogers that the suit has been filed but a stay has been placed with the demand for a five year permit for Eager Beaver's type of processing;

      (5) Heard comments from Commissioner May and Commissioner Barry requesting that a shade meeting be scheduled for the Board to discuss this matter further;

      (6) Heard comments from Commissioner Bender regarding his support of increasing the times on permitting, including concrete crushing facilities, contingent on inspections; Commissioner May advised that he would be open to considering a longer term if there were caveats for facilities within so many feet of residential homes due to sufficient evidence that crushed concrete cause health issues for residents; and

      (7) Agreed to schedule a shade meeting for October 15th at 8:15 a.m.; and

   B. Board Direction – None.

6. Panhandling Update

   A. Board Discussion – The C/W viewed and discussed a PowerPoint presentation, which was also provided in hard copy, presented by County Attorney Rogers, and the C/W:

      (1) Was advised by Commissioner Bergosh that he asked County Attorney Rogers to provide this update due to complaints from citizens regarding aggressive panhandlers;

(Continued on Page 4)

AGENDA ITEMS – Continued

6. Continued…

A. Continued…

(2) Was advised by County Attorney Rogers that:

- Panhandling and the solicitation of contributions are generally afforded some degree of First Amendment protection, but even protected speech is not immune from regulation
- Content-based restrictions that regulate the message conveyed are presumptively unconstitutional and subject to the stringent requirements of the "strict scrutiny" text, while content-neutral "time, place and manner" restrictions are subject to intermediate scrutiny
- In 2015 the Supreme Court held that speech regulation targeted at specific subject matter is content-based even if the regulation does not discriminate among viewpoints; this opinion articulated a new standard for determining content neutrality resulting in a significant impact to signage regulations and panhandling restrictions across multiple jurisdictions
- Most panhandling regulations may be categorized into three broad categories and these categories may be further defined by the stated "governmental interest" that is served by the regulation
- Zone-based restrictions do not pass muster in court and the County cannot prohibit the ability to panhandle and ask verbally or through signage, for money
- Zone-based restrictions exist in current Code and need to be tweaked out, enforcement is the primary issue, and the City is facing similar challenges

(3) Heard comments from Commissioner Bergosh regarding finding the center in this issue and that his main goal with this discussion was that citizens could understand the role the County plays and the limitations faced; and

(4) Heard comments from Commissioner Bender regarding the need to work in step with the City; and

B. Board Direction – None.

AGENDA ITEMS – Continued

7. Broadband Discussion

A. Board Discussion – The C/W was presented with a spreadsheet by IT Director Bart Siders regarding staff's recommendation for internet for parks and community centers and the associated costs, and the C/W:

(1) Was advised by Commissioner Barry that he will be providing feedback regarding priorities in District 5 and that he will support the other Commissioners identifying their priorities in their districts; Commissioner Barry further provided comments concerning the importance of Wi-Fi for emergencies and that he would like to see boat ramps included due to potential medical emergencies;

(2) Discussed issues with Navy Point Park and advised staff to eliminate the waterfront park line from the spreadsheet, but to leave the boat ramp;

(3) Heard comments from Director Siders regarding the types of infrastructure that will be needed and installed at the various sites, the ability to block some content, that staff does have the ability to get and provide information on data usage, and that a 60-month contract will have to be signed;

(4) Heard comments from Parks and Recreation Director Michael Rhodes regarding Wi-Fi at sports fields;

(5) Discussed funding the infrastructure for parks and community centers in the City from CARES Act funding, but then having the yearly expense fall to the City;

(6) Agreed that each Commissioner would work with staff to prioritize parks/areas needing broadband access; and

(7) Was advised by County Administrator Janice Gilley that:

- Under the CARES Act, staff has been told that they cannot prepay for contracts, but that they can purchase equipment and pay for one year
- Staff will continue to push to try and pay ahead and be billed for the five-year contract up front
- She will bring an agenda item back next week to be voted on for costs

B. Board Direction – None.

Speaker(s):

Will Dunaway

AGENDA ITEMS – Continued

8. CARES Update

A. Board Discussion – The C/W:

(1) Was advised by Commissioner Barry that after conversation with Meredith Reeves, Neighborhood Enterprise Manager, regarding the progress of the Rent and Mortgage Assistance Program, he would like to see if the Board would consider increasing the award from $3,000 to $7,500 to better assist the citizens and not just landlords or lienholders;

(2) Discussed the parameters for this program and was advised by Ms. Reeves that the Board's discretion is only on the max award, not the parameters, and that there are 40-50 applications close to completion;

(3) Requested that staff finish working through applications where the citizens have submitted all documentation, and attempt to steer other applicants to the County's CARES funds for individual and family assistance;

(4) Heard comments from Commissioner Bender regarding the ability to verify data through the IRS and was advised that he would like to see this accomplished if there is a way to do so;

(5) Was advised by Ms. Reeves that up to ten percent of the grant can be utilized for administration and that it is being used for temporary staffing;

(6) Heard an update on the Individual and Family Assistance grants and was advised by Clara Long, Neighborhood and Human Services Director, that staff has reviewed thousands of applications in the last few days and that 634 are ready for final review and to be sent to the Clerk's office; Honorable Pam Childers advised that her staff is going to put in writing that the Clerk's office will accept typed signatures on the W-9 forms;

(7) Heard an update from Assistant County Administrator Debbie Bowers on the Business funding for CARES and was advised that if all 300 applications submitted were approved, $2.25 million in funding would be utilized;

(8) Agreed to move $3 million from Business to Individual/Family and increase the awards from $2,000 to $3,000; further agreed to not open new applications yet, but requested that staff come back to the Board with needs;

(Continued on Page 7)

AGENDA ITEMS – Continued

8. Continued…

   A. Continued…

      (9) Was advised by Assistant County Administrator Bowers that she feels the business side can manage with the loss of funds and suggested opening another round of applications, which may be discussed at the next meeting;

      (10) Was advised by Liz Kissel, Program Coordinator, that other counties have billed 100 percent of their EMS staff costs to CARES and that Escambia County is currently billing 50 percent; heard support from the C/W to bill as much as possible;

      (11) Agreed to support the highlighted options in the backup, which include the Escambia County Road Prison IAQ Proposal, the Sheriff's Office-148-Oransi EJ120 Air Purifiers, the Sheriff's Office-26-Body Temperature Kiosk, and the Neighborly Software use for the Family and Business Grant Applications; and

      (12) Briefly discussed the requests from Covenant Care and ARC Gateway and agreed to discuss non-profits more at a future meeting; and

   B. Board Direction – None.

9. Hurricane Update

   A. Board Discussion – The C/W:

      (1) Was provided with the following information from County Administrator Gilley:

      - Staff had a long-term recovery meeting yesterday with community partners
      - FEMA has already received approximately 11,000 applications for individual assistance and plans to move into their downtown offices soon
      - Staff has been working diligently to get in touch with contacts regarding debris removal in gated communities and FEMA is reaching out as well
      - Daily collection briefs and maps are being updated and sent out
      - Over 1.2 million cubic yards have been collected in the past 13 days

      (2) Heard the request from Wes Moreno, Public Works Deputy Director, to purchase three grapple trucks to assist with debris removal for $460,000 out of the Waste Services fund under an expedited purchase order; heard support from the Board to move forward with the purchase;

(Continued on Page 8)

AGENDA ITEMS – Continued

9. Continued…

A. Continued…

(3) Was advised by County Administrator Gilley that staff is working diligently to respond to calls, questions, and concerns; staff has emphasized the importance of excellent customer service with the contractors; Thompson Consulting is handling complaints regarding damage to property;

(4) Was further advised by County Administrator Gilley that the debris removal teams can go down a private road, but not a private drive, and that they cannot go in a gated community, but staff is trying to resolve this issue; staff will work with Commissioners if there are any issues in their respective districts;

(5) Heard comments of concern from Commissioner May regarding contractors working privately and misrepresenting themselves as working for the County; County Administrator Gilley will look into the issue;

(6) In response to inquiry from Commissioner May regarding LCD (land clearing debris) disposal, was advised by Pat Johnson, Waste Services Director, that staff has been evaluating options and quotes and did determine the best option based on FEMA best practices; was advised by Commissioner May that he would like more information on the bid process, especially relative to minority and local inclusion;

(7) Discussed impending Hurricane Delta and heard comments from Commissioner Bender asking that all citizens remain vigilant; and

(8) Was advised by Commissioner May that he wanted to make sure staff was informing citizens about contractors and scammers and was advised by County Administrator that staff will purchase additional air time on the radio concerning these issues; and

B. Board Direction – None.

10. Adjourn

Chairman Barry declared the C/W Workshop adjourned at 11:04 a.m.

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

OCTOBER 15, 2020

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

Absent: Commissioner Douglas B. Underhill, District 2

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

Minutes prepared by: Krykyt Fisher

AGENDA NUMBER

1. Call to Order

   Chairman Barry called the Attorney-Client Session to order at 8:17 a.m.

2. Notice of the Meeting

   Chairman Barry advised that the County Attorney desires advice concerning the case of Eager Beaver Professional Tree Care, LLC v. Escambia County Board of County Commissioners and requests that the Board ratify the scheduling and noticing of the meeting today, October 15, 2020 at 8:15 a.m.

Motion: I'll move it
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-0, with Commissioner May not yet in attendance and Commissioner Underhill absent

AGENDA NUMBER – Continued

3. Session

The Board:

A. Was advised by Chairman Barry that the County Attorney requests that the Board retire to the BCC Conference Room for the Attorney/Client Session regarding the case of Eager Beaver Professional Tree Care, LLC v. Escambia County Board of County Commissioners, Case No. 2020 CA 000328, which session was advertised in the Saturday, October 10, 2020 edition of the *Pensacola News Journal* as follows:

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the case of Eager Beaver Professional Tree Care, LLC v. Escambia County Board of County Commissioners, Case No. 2020 CA 000328, in accordance with Section 286.011(8), Florida Statutes. Such attorney/client session will be held at 8:15 a.m. on October 15, 2020, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Jeff Bergosh, Douglas B. Underhill, Lumon J. May, Robert Bender, and Steven Barry, County Administrator Janice P. Gilley, County Attorney Alison P. Rogers and Assistant County Attorney Kia M. Johnson, attorneys representing Escambia County in the foregoing litigation will be in attendance. A certified court reporter will report the attorney/client session.

B. Was advised by Chairman Barry that the Session is expected to last approximately 15 minutes and that the following are expected to attend: Commissioners Bergosh, Underhill, May, Bender, and Barry; County Administrator Janice Gilley; County Attorney Alison Rogers and Assistant County Attorney Kia Johnson.

RECESS: 8:18 A.M. – COMMISSIONERS BARRY, BERGOSH, AND BENDER; COUNTY ATTORNEY ALLISON P. ROGERS; AND ASSISTANT COUNTY ATTORNEY KIA M. JOHNSON RETIRED TO THE BCC CONFERENCE ROOM

RECONVENE: 8:36 A.M. – COMMISSIONERS BARRY, BERGOSH, BENDER, AND MAY; COUNTY ATTORNEY ALISON P. ROGERS; ASSISTANT COUNTY ATTORNEY KIA M. JOHNSON; AND COUNTY ADMINISTRATOR JANICE GILLEY RETURNED TO BOARD CHAMBERS

AGENDA NUMBER – Continued

3. Continued…

Motion: Move that we schedule a follow on executive session for 3:15 on November 5th
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Attorney-Client Session of the Board of County Commissioners adjourned at 8:37 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: November 5, 2020

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

OCTOBER 15, 2020

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

Absent: Commissioner Douglas B. Underhill, District 2

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

Report prepared by: Krykyt Fisher

AGENDA ITEMS

1. Call to Order

   Chairman Barry called the Gary Sansing Public Forum to Order at 8:37 a.m.

2. Speakers

   The Board heard comments from the following individuals:

Will Dunaway	Melissa Pino	Christal Ellard
Roger Thompson	Kevin Wade	

3. Adjournment

   Chairman Barry declared the Gary Sansing Public Forum adjourned at 9:02 a.m.

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

OCTOBER 15, 2020

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

Absent: Commissioner Douglas B. Underhill, District 2

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

Minutes prepared by: Krykyt Fisher

REGULAR BCC AGENDA

1. Call to Order

   Chairman Barry called the Regular Meeting of the Board of County Commissioners to order at 9:03 a.m.

2. Invocation

   Pastor Jeffrey McKee of Victory Assembly of God delivered the invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Bergosh led the Pledge of Allegiance to the Flag.

REGULAR BCC AGENDA – Continued

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

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

5. Commissioners' Forum:

   Commissioner Bender, District 4, provided comments.

6. Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule October 12 – October 16, 2020,* as published in the *Pensacola News Journal* on October 10, 2020.

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

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

I. CONSENT AGENDA

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

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

CLERK & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

2. Recommendation: That the Board accept, for filing with the Board's Minutes, the 2020 Annual Investment Report for Fiscal Year ended September 30, 2020, for the Escambia County Sheriff's Office.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

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

   A. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held September 24, 2020;

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

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

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

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

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

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

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

I. FOR ACTION

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

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

   B. Approve the street name "Avellanas Drive";

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

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

Motion: So moved **For information:** Chairman Barry advised he would entertain a motion for items 1 and 2.
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

2. Recommendation: That the Board take the following action concerning recording of Replat of Huntington Creek Third Addition (a 6-lot, private single-family residential subdivision), located in the Beulah Community off Mobile Highway (U.S. Highway 90), lying east of Beulah Road. Owned and developed by Clearwater 102, LLC. Prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording, the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

   A. Approve the final plat for recording; and

(Continued on Page 5)

GROWTH MANAGEMENT REPORT – Continued

I. FOR ACTION - Continued

2. Continued…

B. Approve the street name “Huntington Creek Lane.”

Motion: So moved **For information:** Chairman Barry advised he would entertain a motion for items 1 and 2.
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

II. CONSENT AGENDA

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

November 5, 2020

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

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

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

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

Motion: Move Item II-1
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

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

Motion: Move the Technical/Public Service Consent Agenda 1 through 4
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

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

Motion: Move the Technical/Public Service Consent Agenda 1 through 4
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

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

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

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

Motion: Move the Technical/Public Service Consent Agenda 1 through 4
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent
Speaker(s): Melissa Pino

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

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

   A. Adopt the Resolution [R2020-143] establishing the speed reduction on Stefani Road from West Ten Mile Road to West Roberts Road; and

   B. Authorize the Chairman to sign the Resolution.

Fund 175	Transportation Trust Fund	211201	53401	Sign Installations

Stefani Road is located in Commission District 5.

Motion: Move the Technical/Public Service Consent Agenda 1 through 4
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

II. BUDGET/FINANCE CONSENT AGENDA

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

Database/Software	Cost	Renewal Date	
Adobe	$1,498.00	Upon approval	Creative Suite License subscription for Photoshop and other Adobe programs
ALLDATA LLC	$975.00	12/31/2020	Online access to automotive repair, maintenance and diagnostic manuals
ArchiveSocial	$4,788.00	Upon approval	Continuous archival of social media records/month (unlimited accounts)
Authorize.net	$550.00	Upon approval	Credit card payment system for Integrated Library System

(Continued on Page 8)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1. Continued…

Database/Software	**Cost**	**Renewal Date**	
Envisionware	$6,323.45	Upon approval	Maintenance renewal for patrons' access to printing, scanning and fax services
Infobase - Films Media Group Just for Kids	$1,200.00	Upon approval	Access to educational video streaming for children with videos, songs, and readalongs
Library Ideas Rocket Languages	$750.00	Upon approval	Access to online language learning course website
MorningStar	$2,516.00	1/2/2021	Access to financial information, stock market analysis and investment resource
OCLC			Subscription plans for:
Cataloging and Metadata	$20,920.80	Upon approval	Catalog records and Platform for borrow books and movies from other libraries across the United States. (Paid $2,621.67 monthly until new ILL services completed)
WorldShare InterLibrary Loan (ILL)	$10,534.44	Upon approval	
Web Dewey	$745.92	11/1/2020	Online cataloging tool for editing records
OCLC subtotal =	$32,201.16		
PLAN (Panhandle Library Access Network)			
DLLI	$3,750.00	11/1/2020	Courier service for items borrowed from other Florida libraries
Membership	$4,000.00	11/1/2020	Consortium membership fee required to utilize regional resource sharing
OverDrive	$29,960.46	11/1/2020	New eBook, eAudiobook, and eMagazine platform and content

(Continued on Page 9)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1. Continued…

Database/Software	**Cost**	**Renewal Date**	
Zinio	$4,950.00	Upon approval	Provides patrons access to eBooks, eAudiobooks, and eMagazines
Zinio Collection Title	$3,260.46	11/1/2020	
PLAN Subtotal =	$45,920.92		
ProQuest			
Pensacola Historical Collection	$5,512.50		Full-text access to Pensacola News Journal 1999 - present
Pensacola Recent Collection	$2,610.64		Full-text access to Pensacola News Journal 1999 - present
Heritage Quest Online and Ancestry Library	$18,518.20	Upon approval	Access to genealogical research websites
ProQuest Subtotal =	$26,641.34		
Reference USA Package	$6,500.00	Upon approval	Provides patrons online access to expanded listings for businesses, residences and heath care facilities that includes demographic, financial, and specific market information
Business			
White Pages			
Health Care			
New Business			
Consumer			
Job Search			
Security Engineering	$3,910.20	Upon approval	Monitoring services all locations
Shutterstock INC	$1,226.00	Upon approval	Stock photos for marketing
Tech Logic			RFID reading software, hardware, inventory devices, and security gates
Software annual support	$14,748.00	Upon approval	

(Continued on Page 10)

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1. Continued…

Database/Software	Cost	Renewal Date	
Technology Integration Group	$1,793.10	Upon approval	1-year renewal Firewall Support for Children's Internet Protection Act (CIPA) compliance
The Library Corporation (TLC)	$48,249.00	Upon approval	Annual support of Integrated Library System - Provides all circulation, checkout, and cataloging
Tumbleweed Press			Provides patrons website access to read along story books for children
TumblePremium	$3,355.80	Upon approval	
TumbleBookCloud Deluxe	$2,348.64	Upon approval	
World Book			Provides patrons website access to online encyclopedia, articles, and non-fiction ebooks
Online-Premium plus with eBook Suite	$16,875.00	Upon approval	
ZooBean Beanstack	$4,736.00	3/11/2021	Database for tracking reading for Summer Reading Club and other challenges

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

Motion: Move item 1
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

Motion: Move item 2
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

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

Vendor/Contractor	Fund/Cost Center/Object Code	Amount	Contract Number
Blue Arbor, Inc. Vendor # 023818 Temporary Service	001/110101/53401 -District 1	$20,000	PD 17-18-.055
	001/110101/53401 -District 2	$20,000	
	001/110101/53401 -District 3	$20,000	
	001/110101/53401 -District 5	$20,000	
	001/110302/53401	$30,000	
	001/110304/53401	$70,000	

(Continued on Page 12)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued…

Vendor/Contractor	Fund/Cost Center/Object Code	Amount	Contract Number
	001/120101/53401	$20,000	
	001/380201/53401	$14,800	
CPC Office Technologies Vendor # 425634 Copier/Maintenance	001/110201/54601	$12,000	PD 18-19.101
EEG Enterprises Vendor # 042853 Automated Captioning	001/150102/53101	$10,000	
Municipal Code Corporation Vendor # 135218 Municode Codes	001/110201/54908	$15,000	
Staples Advantage Vendor # V0000101 Office Supplies	001/110101/55101	$2,500	Contract 010615-SCC
	001/110302/55101	$4,000	
	001/110304/55101	$1,000	
	001/120101/55101	$400	
	001/130101/55101	$400	

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

(Continued on Page 14)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Continued…

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

Motion: Move item 4 in its entirety
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

Motion: Move the item
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

(Continued on Page 17)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued…

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

(Continued on Page 18)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued…

	Vendor Contractor	Amount	Contract Number
I.	North American Fire Equipment Co., Inc. Vendor Number: 141740 Fire Equipment Fund: 143 Fire Department Cost Center: 330206 (Fire Rescue)	$50,000	PD 18-19.003
J.	Zoll Data Systems, Inc. Vendor Number: 250204 EMS Billing Software/Custom Reports Fund: 408 EMS Cost Center: 330603(EMS Billing)	$28,000	Original Equipment Manufacturer Maintenance Renewal
K.	Zoll Data Systems, Inc. Vendor Number: 250204 EMS Patient Software Fund: 408 EMS Cost Center: 330603(EMS)	$24,700	Original Equipment Manufacturer Maintenance Renewal

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

   A. Approve and authorize the Chairman to sign the Resolution [R2020-144] authorizing Escambia County Fire Rescue to provide a disaster stipend payment, in the amount of $200, to the Volunteer Firefighters, who worked during the declared State of Emergency for Hurricane Sally. Florida Governor Ron DeSantis declared a State of Emergency in two Counties on Monday, September 14, 2020; and

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

Motion: Move the item in the affirmative, A and B
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

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

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

Motion: Move the item
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board approve and authorize the Chairman to sign the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) Agreement No. 20133 relating to the Derelict Vessel Removal Grant for Fiscal Year 2020 which provides up to $8,590 in grant funding from FWC. There is no County match required under this Grant Agreement.

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

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

Vendor/Contractor	Amount	Contract Number
Florida Fish and Wildlife Conservation Commission There is no County match required under this Grant Agreement Fund 110, Other Grants and Projects Cost Center 220339, Derelict Vessels Grant Fund 110, Other Grants and Projects Cost Center 220807, Vehicle Registration Fees	$8,590	FWC 20133

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 220339, Derelict Vessels Grant; Fund 110, Other Grants and Projects, Cost Center 220807, Vehicle Registration Fees. There is no County match required under this Grant Agreement.]

Motion: Move the item
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

Motion: Move item 10 in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

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

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

1. Be Ready Alliance Coordinating for Emergencies (BRACE), in the amount of $95,000;
2. Gulf Coast Kid's House, Inc., in the amount of $145,700;
3. Escambia Community Clinics, Inc. d/b/a Community Health Northwest Florida, in the amount of $432,402;

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Continued…

A. Continued…

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

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

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

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

D. Authorize the approval of the necessary Purchase Orders.

Motion: So moved **For information:** Commissioner Bender clarified that his motion was for A, B, C, and D withholding A.4. and A.15., as discussed by the Board.
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

(Continued on Page 23)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Continued…

Motion: We'll do that then, $25,000 [for Pathways for Change] **For information:** This motion is for A.4. Chairman Barry advised that this item will be brought back for further consideration at the November 5th meeting. The Board discussed approving a portion of the full amount as a temporary measure which will allow time for review of additional information for this organization.
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 3-0, with Commissioner May abstaining and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Offers and Commissioner Underhill absent
Speaker(s): Connie Bookman

Motion: Move the item in the affirmative **For information:** This motion is for A.15.
Made by: Commissioner **Seconded by:** Commissioner
Disposition: Carried 3-0, with Commissioner Bergosh abstaining and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Offers and Commissioner Underhill absent

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

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

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

(Continued on Page 24)

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued…

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

C. Authorize the execution of the necessary Purchase Orders.

Motion: Move A, B, and C
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

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

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

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

C. Authorize the execution of the necessary Purchase Order.

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

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

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

1. Gulf Coast Minority Chamber of Commerce, Inc., in the amount of $75,000;
2. Junior Achievement of Northwest Florida, Inc., in the amount of $20,000;

(Continued on Page 25)

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Continued…

A. Continued…

3. Center for Independent Living of Northwest Florida, Inc., in the amount of $30,000; and
4. Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County, in the amount of $238,875;

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

C. Authorize the execution of the necessary Purchase Orders.

Motion: So moved
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

15. Recommendation: That the Board adopt the Resolution [R2020-145] approving Supplemental Budget Amendment #223, Local Option Sales Tax Fund (353), in the amount of $2,795, to recognize proceeds received from ATV Auction. These funds must now be recognized and appropriated back into the Sheriff's budget.

Motion: Move that item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh and Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board adopt the Resolution [R2020-146] approving Supplemental Budget Amendment #227, Hurricane Sally Disaster Recovery Fund (112), in the amount of $8,481,504, to recognize funds from the General Fund BP Oil Spill Settlement Funds (Cost Center 369303) and to appropriate $5,481,504 to Repair and Maintenance Expenses (Cost Center 330902; Object Code 54601) and $3,000,000 to Aid to Private Organizations (Cost Center 330906; Object Code 58201).

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

Motion: Approve the $5.481 [million] as a loan and leave 3 million where it is, don't move it
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

(Continued on Page 28)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued…

Item	Vendor/Contractor	Not-To-Exceed Amount	Contract
E.	Blue Cross Blue Shield of Florida Vendor: #023808 Health Insurance Cost Center: 150108 Claims	$22,941,200	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
F.	The Lincoln National Life Insurance Company Vendor: # 425648 Life Insurance Cost Center: 150110	$320,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
G.	USI Southwest Inc Vendor: #424847 Consulting/Broker Services Cost Center: 150108	$62,500	PD 16-17-094
H.	Stop Loss Insurance Service, Inc. Oct 19 – Dec 19 Vendor: #425652 Health Insurance Cost Center: 150108 Stop Loss Insurance	$210,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
I.	The Lincoln National Life Insurance Company Vendor: #425648 Long Term Disability Cost Center: 150113	$87,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.

(Continued on Page 29)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued…

Item	Vendor/Contractor	Not-To-Exceed Amount	Contract
J.	Humana Insurance Company Vendor: #L21633 Vision Care Insurance Cost Center: 150114 Vision Care Coverage	$130,000	Bidding process completed by USI on behalf of the County. Contract approved on 09/06/18 Board Meeting; effective 01/01/2019.
K.	Occupational Health Center of S.W. PA DBA Concentra Medical Center Vendor: #50079 Health Clinic Cost Center: 150112	$68,000	PD 09-10.005
L.	Marathon Health, LLC (Marathon) Champlain Mill 20 Winooski Falls Way, Suite 400 Winooski, VT 05404	$1,050,000	PD 19-20.035
M.	PlanSource Benefits Administration Vendor: #426378 101 S. Garland Ave., Suite 203 Orlando, FL 32801	$240,000	Bidding process completed by USI on behalf of the County.

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

Motion: Move item 17 and then also make the following changes to our health benefits plan – that the opt out would increase by $100 per month and for the high deductible plan that we increase the incentive from $630 to $1000
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Recommendation: That the Board approve the payment to USI Insurance Services, LLC, in the amount of $66,900, for Public Officials Liability written through RSUI Indemnity Company for the period of October 1, 2020, through October 1, 2021, with a $100,000 deductible for part A & B (majority of the policy) and $150,000 deductible for Employment Practices Liability.

Vendor	Funding	Amount
USI Insurance Services, LLC Public Officials Liability	Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501	$66,900

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

Motion: Move the item
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent
Speaker(s): Melissa Pino

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

Vendor/Contractor	Amount	Contract Number
Blue Arbor, Inc. Vendor Number: 023818 Temporary Employment Services Fund: 353 (Local Option Sales Tax IV) Cost Center: 350221 (Parks Capital Projects) $100,000 (Temp Labor for park mowing) Cost Center: 350222 (Equestrian Center) $8,000	$108,000	PD 17-18.055

(Continued on Page 31)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Continued…

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

(Continued on Page 32)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Continued…

Vendor/Contractor	Amount	Contract Number
Containers, Inc. Vendor Number: 034560 Portable toilet rental service for County parks, boat ramps and community centers Fund: 001 (General) Cost Center 350226 (Park Maintenance) $40,000 Fund: 353 (Local Option Sales Tax IV) Cost Center: 350221 (Parks Capital Projects) $5,700	$45,700	Annual allocation for portable toilet rental services for various parks, boat ramps and community centers

Motion: Move the item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

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

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

Motion: Move the item
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Recommendation: That the Board approve the issuance of a Purchase Order, in the amount of $88,550.51, to the Pensacola Bay Center. This project will be funded through the $200,000 capital allocation approved in the Fiscal Year 2021 Budget.

Vendor/Contractor	Amount	Quote Number
Warren Doors & Access Control	$6,030.91	144679BJ
Paint Mart	$874.00	317262 and 316625
1000Bulbs	$4,080.00	7371332
All Wood Lockers	$63,570.00	11405 and 11406
Carpet Creations	$13,995.60	5074
TOTAL	$88,850.51	

Motion: So moved
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent
Speaker(s): Cyndee Pennington and Michael Capps

22. Recommendation: That the Board take the following action concerning insurance for the Escambia County Jail:

A. Approve the payment to USI Insurance Services, LLC, for the General Liability – Professional Criminal Justice Service Operations insurance policy issued through Public Risk Underwriters of Texas and underwritten by QBE Specialty Insurance Company, effective November 1, 2020, through September 30, 2021, in the amount of $486,775.70, with a $100,000 deductible; and

B. Approve the payment to USI Insurance Services, LLC, for the Professional Liability (Medical Malpractice) Insurance policy issued through Pro-Praxis Insurance and underwritten by Certain Underwriters at Lloyd's of London, for a 15-day extension effective November 1, 2020, through November 15, 2020, in the amount of $7,658, with a $75,000 deductible.

(Continued on Page 34)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Continued…

Vendor	Funding	Amount
USI Insurance Services, LLC - General Liability –Professional Criminal Justice Service Operations Insurance	Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501	$486,775.70
USI Insurance Services, LLC - Professional Liability (Medical Malpractice) Insurance	Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501	$7,658

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

Motion: Move the item A and B
Made by: Commissioner Bender **Seconded by:** Commissioner Begosh
Disposition: Carried 4-0, with Commissioner Underhill absent

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

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc., in the amount of $5,997,307. The amount of $4,453,163 will be paid from the One-Three Cent Tourist Development Tax Fund (108), Cost Center 360101, and the amount of $1,544,144 will be paid from the Fourth Cent Tourist Development Tax Fund (108), Cost Center 360105;

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

C. Authorize the execution of the necessary Purchase Orders.

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

23. Continued…

[Funding: Fund 108, One-Three Cent Tourist Development Tax Fund, Cost Center 360101- $4,453,163; Fund 108, Fourth Cent Tourist Development Tax Fund, Cost Center 360105 - $1,544,144, for a total of $5,997,307]

Motion: Move A, B, and C
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent
Speaker(s): Darien Schaefer

24. Recommendation: That the Board for Fiscal Year 2020/2021, approve the issuance of Individual Purchase Orders for Contracts managed by Management and Budget Services, based upon previously awarded annual requirements, as follows:

	Vendor/Contractor	Amount	Contract Number
A	Warren Averett, LLC Vendor Number: 230810 Audit Services Fund 001/115 (General & Article V Funds) Cost Center: 140201/410701 Account: 53101 Amount: $222,200	$222,200	Board Approved June 6, 2019 Contract Number PD 18-19.004
B	SMG Vendor Number: 190107 Bay Center Management Fee and Food and Beverage Commission Fund 409 (Bay Center Fund) Cost Center: 360401 Account: 53401 Amount $300,000	$300,000	Board Approved May 21, 2015 Amended June 4, 2020
C	Florida Department of Health d/b/a Escambia County Health Department Vendor Number: 051513 Health Services Fund 001 (General Fund) Cost Center: 360301 Account: 58101 Amount: $337, 649	$337,649	Provision of Section 154.01(3), Florida Statutes Resolution and Contract to be Board approved

(Continued on Page 36)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Continued…

Motion: Move the item
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

III. FOR DISCUSSION

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

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

Motion: I'll make that motion
For information: Chairman Barry advised that he would entertain a motion to ratify the Board's Discussion.

The Board:

- In reference to the Family CARES applications, gave direction for households where duplicate applications exist, to only consider the first qualified application submitted and disregard any subsequent, duplicate applications; if a gap in information exists on the first application, work with that application to obtain the additional necessary information
- Discussed and made comments in support of moving $1.5 million from the Business CARES allocation to the Family CARES allocation [this action was taken with the approval for CAR III-5]
- Agreed that in order to increase the funding for the Family CARES portion to a total of $16.5 million, to take $2.5 million from the $21,885,029 that is needed to reach the total allocation for Phase 3
- Identified the necessity of increasing the "Public Health and Safety" allocation from $10,081,094 to $10,500,000, and the "COVID Operations and Oversight" from $180,000 to $200,000
- Made comments in support for the Animal Services request of $15,651.70;
- Briefly addressed paying the Dispatch Salaries of $1,673,000
- Discussed putting a line on Corrections Medical Payroll for 70% of the estimated cost at 2.66

(Continued on Page 37)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

1. Continued…

Motion: Continued…
For information: Continued…

The Board:

- Discussed the FEMA eligible expenses of $749,023.69 from August and September that have yet to be submitted and the FEMA allocations for the City to be determined once numbers are received
- Made comments in support of paying overtime for the City of Pensacola police officers at $15,934.12
- Discussed designating the leftover amount yet to be allocated as a plug number for the Fire, Correctional, and Detention Officers Salary reimbursement and if the Board decides to take up additional items it can be moved from this plug number in the future
- Discussed the payment of the Medical Examiner and adding the $190,750 as a line item as a reference point
- Made comments in support of using a portion of the remaining allocation amount for the Escambia County Parks and Facilities Broadband in the amounts of $720,320 as a one-time CARES expense and $441,350 which includes the first total yearly cost for parks and community centers; heard comments from Michael Rhodes, Parks and Recreations Director, about discussions with the City of Pensacola concerning this project and their possible interest in being included in it; gave direction to staff to negotiate the terms of this contract
- Heard comments from Commissioner May regarding the possible need for laptops for students impacted by COVID and getting prices for that equipment
- Discussed the plug number and the additional items that may be taken from that remaining allocation amount at the November 12th Special Meeting

Made by: Commissioner Bergosh
Seconded by: Commissioner May

Disposition: Carried 4-0, with Commissioner Underhill absent

Speaker(s): Jennifer Grove, Victor Hall, Mike Rauch, and Melissa Pino

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Recommendation: That the Board:

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

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

Motion: Move the item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

3. Recommendation: That the Board discuss the status of Hurricane Sally recovery.

Disposition: No action taken

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

Motion: Move this in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

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

   A. Reallocate $3 million from Business CARES Act to Family CARES Act;
   B. Increase the Family CARES Act from $2,000 to $3,000 per household;
   C. Seek reimbursement for 100% of Escambia County's EMS Staff from March 1, 2020, through December 30, 2020;
   D. Pay the Escambia County Road Prison IAQ Proposal of $13,140 from the Public Health & Safety CARES Act bucket;
   E. Reimburse the Sheriff's Office for 148 Oransi EJ120 Air Purifiers, for a total of $118,252, from the Public Health & Safety CARES Act bucket;
   F. Reimburse the Sheriff's Office for 26 Body Temperature Kiosks, for a total of $71,500, from the Public Health & Safety CARES Act bucket; and
   G. Pay the two Neighborly Software Invoices from the COVID-19 Operations & Oversight bucket.

Motion: Move A through H **For information:** Chairman Barry advised that this item was amended to increase the allocation in A. from Business CARES to Family CARES an additional $1.5 million for a total of $4.5 million and added H. which increased the Community Redevelopment Rent and Mortgage Assistance Program funds to $7,500 per household.
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

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

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

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

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent
Speaker(s): David Balzer and Josh Womack

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

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

   B. Authorize the Chairman to execute the Interlocal Agreement.

Motion: Move A and B
Made by: Commissioner Bender **Seconded by:** Commissioner
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

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

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

   B. Extension of Escambia County State of Local Emergencies; and

   C. Ratification of Revocable License Agreement for a hurricane debris management site with Pensacola State College.

Motion: Move the balance of the County Attorney's Report **For information:** The "balance" refers to County Attorney's Action items 3 through 6. Items 1 and 2 were voted on separately. This action adopted Resolutions R2020-147 and R2020-148.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

4. Recommendation: That the Board authorize the scheduling of a Public Hearing on Thursday, November 5, 2020, at 5:31 p.m., to consider an Ordinance creating Volume 1, Chapter 18, Article VII, Sections 18-351 through 18-355 of the Escambia County Code of Ordinances, providing for regulation of the sale of motor vehicles unless conducted by a business within Escambia County.

Motion: Move the balance of the County Attorney's Report **For information:** The "balance" refers to County Attorney's Action items 3 through 6. Items 1 and 2 were voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

5. Recommendation: That the Board authorize the scheduling of a Public Hearing on Thursday, November 5, 2020, at 5:32 p.m., to consider an Ordinance amending Volume 1, Chapter 18, Article VI, Sections 18-314 through 18-324 of the Escambia County Code of Ordinances, providing for additional consumer protections related to itinerant vendor sales occurring in Escambia County.

Motion: Move the balance of the County Attorney's Report **For information:** The "balance" refers to County Attorney's Action items 3 through 6. Items 1 and 2 were voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

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

   A. Authorize the scheduling of a private meeting with its attorneys to discuss pending litigation in accordance with Section 286.011(8), Florida Statutes, for Thursday, November 5, 2020, at 3:45 p.m.; and

   B. Authorize the public notice printed below that will be published in the Pensacola news Journal on Saturday, October 24, 2020.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the case of David Bear v. Escambia County Board of County Commissioners and Douglas Underhill, Case No. 3:19-cv-004424-MCR/HTC and David Bear v. Escambia County Board of County Commissioners; and Douglas Underhill, Case No. 2019 CA 002004, in accordance with Section 286.011(8), Florida Statutes. Such attorney/client session will be held at 3:45 p.m. on November 5, 2020, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Jeff Bergosh, Douglas B. Underhill, Lumon J. May, Robert Bender, and Steven Barry, County Administrator Janice P. Gilley, County Attorney Alison P. Rogers, Lloyd, Gray, Whitehead & Monford, P.C. Attorney Gregory K. Rettig, and The Hammons Law Firm Attorney Joseph L. Hammons attorney representing Escambia County in the foregoing litigation will be in attendance. A certified court reporter will report the attorney/client session.

(Continued on Page 43)

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

6. Continued…

Motion: Move the balance of the County Attorney's Report **For information:** The "balance" refers to County Attorney's Action items 3 through 6. Items 1 and 2 were voted on separately.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill absent

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Recommendation: That the Board adopt a Resolution [R2020-149] to request that FDOT include in its Nine Mile Road Corridor PD&E study, a comprehensive stormwater analysis for regional capacity within the vicinity of Interstate 10 and Eleven Mile Creek in order to help address reduction of flooding concerns.

Motion: So moved
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill absent

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Regular Meeting of the Board of County Commissioners adjourned at 12:58 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: November 5, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18765 **Growth Management Report 10. 1.**
BCC Regular Meeting
Meeting Date: 11/05/2020
Issue: Review of Rezoning Case Heard by the Planning Board on October 6, 2020
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on October 6, 2020

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

A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2020-07 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

Case No.:	**Z-2020-07**
Address:	900 BLK Dog Track Road
Property Reference No.:	25-2S-31-1302-000-001 and 25-2S-31-2402-000-000
Property Size:	20.43 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban and MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Joe A. Rector, Jr., Mullins LLC, Agent for Bellview Development Company, Inc. / Linda O'Neill
Planning Board Recommendation:	Approval
Speakers:	Joe Rector

BACKGROUND:

The above case was owner initiated and heard at the October 6, 2020, Planning Board meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, "the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning cases. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board of County Commissioners.

Attachments

Z-2020-07

Z-2020-07

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2020-07
Applicant: Joe A. Rector, Jr./ Mullins LLC, Agent for Bellview Development Company, Inc./Linda O'Neill

Address: 900 Blk Dog Track Road
Property Size: 20.43 +/- acres
From: MDR, Medium Density Residential district (10 du/acre)

To: HDMU, High Density Mixed-use district (25 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 6th day of October 2020, commencing at approximately 8:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chairman — District 5
JAY INGWELL — District 1
TIM PYLE, Vice Chairman — District 2
GARY SAMMONS — At-Large
REID RUSHING — At-Large
ERIC FEARS — District 4
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — Navy Representative

PLANNING BOARD STAFF PRESENT:
KIA JOHNSON, ESQUIRE
Assistant County Attorney

HORACE JONES, Director, Development Services
ALYSON LINDSAY, Development Services
JON FISHER, Development Services
KAYLA MEADOR, Administrative Supervisor
RACHEL MERLIN, Administrative Assistant

INDEX

WITNESSES PAGE

JOE RECTOR.....15

- - -

PROCEEDINGS.....4

CERTIFICATE OF REPORTER.....20

P R O C E E D I N G S

THE CHAIRMAN: I will hereby call to order the October 6, 2020 quasi-judicial hearing. We do have enough members for a quorum here.

At this time, I'd like to ask you to please stand for the Pledge of Allegiance.

(Pledge of Allegiance recited.)

THE CHAIRMAN: Thank you. And good morning to everybody.

Please put your phones on silent so we don't interrupt the meeting.

I know Mr. Pyle is on his way. He got tied up, I think, with some of the storm debris clean-up traffic possibly.

So at this time I'd like to ask staff, do we have proof of publication of the meeting?

MS. MERLIN: Yes.

THE CHAIRMAN: Okay. Does that meet all of the legal requirements?

MS. MERLIN: Yes, sir.

THE CHAIRMAN: Okay. The Chair will entertain a motion to waive the reading of that legal.

MR. RUSHING: So moved.

MR. FEARS: Second.
THE CHAIRMAN: Motion and a second.
All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Anyone opposed?
(No response.)
THE CHAIRMAN: All right. Thank you.
You've been previously provided the minutes from the last meeting. Are there any additions, deletions or corrections to these meeting minutes?
(No response.)
THE CHAIRMAN: Hearing none, the Chair will entertain a motion to accept.
MS. MEADOR: There's not minutes on this one. That will be the next agenda.
THE CHAIRMAN: Okay. All right. Skip that one, then. Okay.
You've been previously provided the rezoning Planning Board meeting package for the quasi-judicial hearing.
The Chair will entertain a motion to accept that and the legal advertisement into evidence.
MR. INGWELL: So moved.

THE CHAIRMAN: Motion.
MR. FEARS: Second.
THE CHAIRMAN: Second.
All in favor?
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.
MR. SMITH: Mr. Briske, if I may, may I say something, please?
We do want to continue to emphasize the mask hearing if you are not -- for the public. If you are not six feet apart, we definitely need for you to have a mask on.
It's preferred to have a mask anyway, but if you choose not to wear one, we ask for everyone, everyone that's in here, to please be six feet apart, or the preferred option is to wear a mask.
Are we all good? We're all good. Thank you.
Thank you, Mr. Briske.
THE CHAIRMAN: At this time I'll ask that Dave, our court reporter, to please swear in the members of staff that will be testifying in the

quasi-judicial.
(Members of staff were duly sworn and affirmed.)
THE CHAIRMAN: Thank you, sir.
Board members, you've previously qualified all of these staff members as experts in the area of land use and planning.
Do any of you have questions regarding their qualifications or their ability to offer that expert testimony?
(No response.)
THE CHAIRMAN: Hearing none, the record will reflect that these staff members will be considered experts in the area of land use and planning.
At this hearing, the Planning Board is acting under its authority to hear and make recommendations to the Board of County Commissioners on rezoning applications.
These hearings are quasi-judicial in nature. Quasi-judicial hearings are like evidentiary hearings in a court of law, however, less formal.
All testimony will be given under oath, and anyone testifying before the Planning Board

may be subject to cross-examination.
All documents and exhibits that the Planning Board considers will be entered into evidence and made part of the record.
Opinion testimony will be limited to experts, and closing arguments will be limited to the evidence in the record.
Before making a decision, the Planning Board will consider the relevant testimony, the exhibits entered into evidence, and the applicable laws.
Each individual who wishes to address the Planning Board must complete a speaker request form and submit it to our staff members. They're located at the rear of the chambers. You will not be allowed to speak unless we have received a completed form.
Please also note that only those individuals who are present and give testimony on the record before the Planning Board will be allowed to speak at the subsequent hearing before the Board of County Commissioners. No new evidence can be presented to the BCC meeting. Therefore, all testimony and evidence must be presented today.

The Planning Board will provide a recommendation for each rezoning request to the BCC. They will then review the testimony, the documents, exhibits, and consider the closing arguments. They will make a final decision. All decisions by the BCC are final.

Anyone who wishes to seek judicial review of that decision must do so in a court of competent jurisdiction within 30 days of the date the BCC either approves or rejects the recommended order of the Planning Board.

All written or oral communications outside of this hearing with the members of the Planning Board regarding any matters under consideration today are considered ex parte communications. Ex parte communications are presumed prejudicial under Florida law and must be disclosed as provided in BCC Resolution 96-13.

As each case is heard, the Chair will ask any board member that has been involved in ex parte communication please identify themselves and describe that communication.

The rezoning criteria. If we could bring that up on the board, please.

(Rezoning criteria recited.)

THE CHAIRMAN: We just have one quasi-judicial case today.

With that, we'll jump right into it. The first case for consideration is Z-2020-07. The applicant is Joe Rector, representing Mullins LLC, agent for Bellview Development Company, 900 block of Dog Track Road, 20.43 plus-minus acres, from medium-density residential, 10 dwelling units an acre to high-density mixed-use district, 25 dwelling units per acre.

Members of the Board, I'll now ask if there's been any ex parte communication between you, the applicant, agents, attorneys, witnesses, fellow Planning Board members or anyone from the general public prior to this hearing.

I'll also ask if you have visited the subject property. And please disclose if you are a relative or business associate of the applicant, agent or any parties associated.

Good morning, Steve. We'll start with you.

MR. OPALENIK: Good morning.

No to all.

THE CHAIRMAN: Thank you.

Mr. Sammons.

MR. SAMMONS: No to all.

THE CHAIRMAN: Thank you.

Tim?

MR. PYLE: No to all, other than being on the job site -- or the site, property site.

THE CHAIRMAN: Chairman, no to all.

MR. FEARS: No to all.

MR. INGWELL: No to all.

MR. RUSHING: No to all.

THE CHAIRMAN: Ms. Hightower.

MS. HIGHTOWER: No to all.

THE CHAIRMAN: Thank you.

Staff, was a hearing sent to all -- excuse me -- the notice of hearing sent to all interested parties?

MS. MERLIN: Yes, sir.

THE CHAIRMAN: Okay. Thank you.

Was it also correctly posted on the subject property?

MS. MERLIN: Yes, sir.

THE CHAIRMAN: Okay. Mr. Rector, do you have any objections to the photography or the maps being shown?

MR. RECTOR: No.

THE CHAIRMAN: Okay. He's indicated no, so staff members, if you'll please do that part of the presentation.

MR. FISHER: Thank you, Chair and Board members. Jon Fisher here, senior planner.

Here on the screen we have the rezoning case Z-2020-07. This is the location map showing it between Dog Track and south of Highway 98.

This is the zoning map showing that it is currently zoned MDR with surrounding of HC/LI, HDMU that are adjacent.

And this is the proposed zoning map, what it would look like if approved to the BCC.

This is the future land-use map. You can see it actually has two different designations. The first parcel is MUU, mixed-use urban. The other one is mixed-use suburban.

This is the aerial map.

And this is showing some of the rezoning cases in the past, back to like 2007, that all these rezoning cases were approved in the past, just for your information.

This is showing the surrounding subdivision names and subdivisions that have

been platted in the area.
This is the wetlands map. One of the parcels has heavy wetlands on the west side of the property.
This is the public hearing sign.
This is looking north along Dog Track Road.
This is looking west on the subject property.
This is looking south along Dog Track road.
This is looking east from the subject property.
And this is the application.
THE CHAIRMAN: Okay, Jon. Thank you.
Could you go back to the aerial picture for just a moment?
MR. FISHER: Mm-hmm.
THE CHAIRMAN: I just had a question on that.
MR. FISHER: Sure.
THE CHAIRMAN: What's that waterway that goes behind the property there? Is that a named waterway?
MR. FISHER: I cannot remember off the top

of my head.
MR. PYLE: It's a little --
MR. FISHER: Kind of like a --
MR. PYLE: -- up in that area. But if you get -- if you look up to where -- I'm sorry. If you look up where Highway 98 is to the left in front of Riola, there is an overpass, a bridge. People do launch very low boats there.
It goes back, but as it heads to the -- I guess that's the north.
MR. FISHER: I believe that the north side --
MR. PYLE: Or it's the other --
MR. FISHER: -- is actually a launch pad --
MR. PYLE: Yes.
MR. FISHER: -- but the county owns a part that goes out to the bay.
THE CHAIRMAN: Right. Okay. I seem to remember that.
MR. PYLE: And then it gets back behind the Blue Angel Elementary School.
MR. FISHER: A bayou more or less we'd probably call it.
THE CHAIRMAN: Okay. All right. Just was

curious. That kind of provides a natural buffer in there between some of the other areas. Okay. Thank you.
Mr. Rector, if you'll come forward, please.
Good morning, sir. If you'll please be sworn in.

JOE RECTOR, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Thank you, sir.
If you'll state your name and address for the record.
MR. RECTOR: My name is Joe Rector, 41 North Jefferson Street, here in Pensacola, with Mullins, LLC.
THE CHAIRMAN: Thank you, sir.
MR. RECTOR: Thank you.
THE CHAIRMAN: Have you received a copy of the rezoning hearing package and the staff's findings of fact?
MR. RECTOR: Yes.
THE CHAIRMAN: All right. Thank you, sir.
Do you understand that you have the burden

of providing substantial, competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan, and is not in conflict with the Land Development Code?
MR. RECTOR: Yes.
THE CHAIRMAN: All right, sir. Please proceed.
MR. RECTOR: Okay. As you may recall at a previous meeting, we brought the actual Dog Track property in for a future land-use amendment.
That was transferred to Tallahassee recently. And this parcel that we're looking at here that's the 22 acres just to the north of it is a continuation of that overall plan development that we're putting together there at the little -- repurpose the Dog Track site into a multiphased residential development of single-family on one end, with a mix of some apartments and townhomes, with a commercial component out in the front toward Dog Track in the future.
And this piece is -- was a piece that already had their future land use that was

needed to be able to acquire the eventual density and development type that we were looking for, with just the need to request the rezoning to this, HDMU, which as the map previously showed that it was consistent with the parcel. It's just to the north of us.

And then the piece that is to the south, that's the 88 acres of Dog Track is already zoned HC/LI. So it kind of brings it all in the similar-type zoning.

And it gives us the ability to be able to get the whole site that we're going to be developing there under one type of land use and development there.

We reviewed all of the staff's findings and agreed that, as we had stated in our report as well, that it was not -- there's no spot zoning. It is consistent with the growth patterns in the area, and that . . . and it seems that the staff had agreed with all those findings as well.

So if you have any particular questions, I can answer those and drill down into them with any -- with any more detail that you'd like.

THE CHAIRMAN: Okay. Is Mr. Mark Connor

one of your witnesses?

MR. RECTOR: Yes.

THE CHAIRMAN: Okay. The reason I ask is, in some cases when you agree with the staff's findings, we can do expedited if there's no one else signed up to speak on a case.

In this particular case, I don't have any other speakers signed up, so it's the pleasure of the Board if you want to go through that expedited process or go through and have the staff go through all of the findings.

MR. FEARS: Make a motion we expedite.

THE CHAIRMAN: Okay. All right. Motion to expedite, which basically means that the findings of fact are part of the record. We just don't read them in again to the record. So they're part of that.

Before we go on with that -- I'm sorry?

MR. FISHER: Mr. Chair, I would like to make just one comment. As he had mentioned, the parcels to the south went through future land-use map amendment. We received that from this DEO I believe last week or two weeks ago. They'll be going to the November 5th BCC for either denial or approval, but DEO did not have

any comments.

THE CHAIRMAN: Okay. All right. Thank you. Is there anyone, before we make a motion on this, that wants to speak on this matter from the public?

(No response.)

THE CHAIRMAN: Okay. Hearing none, the Chair will entertain a motion.

MR. PYLE: I make a motion to approve Z-2020-07, as noted in the county's and staff's findings.

MR. FEARS: Second.

THE CHAIRMAN: Motion and second.

Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Good luck with it, sir.

Motion carries unanimously. I think that possibly is the fastest quasi-judicial hearing we've ever had.

(Hearing concluded at 8:50 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record, to the best of my ability, of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **6. A.**

Meeting Date:	10/06/2020
CASE :	Z-2020-07
APPLICANT:	Joe A. Rector, Jr. / Mullins LLC Agent for Bellview Development Company, Inc. / Linda O'Neill
ADDRESS:	900 Blk Dog Track Road
PROPERTY REF. NO.:	25-2S-31-1302-000-001, 25-2S-31-2402-000-000
FUTURE LAND USE:	MU-U, Mixed-Use Urban & MU-S, Mixed-Use Suburban
DISTRICT:	1
OVERLAY DISTRICT:	N/A
BCC MEETING DATE:	11/05/2020

SUBMISSION DATA:
REQUESTED REZONING:

FROM: MDR, Medium Density Residential district (10 du/acre)

TO: HDMU, High Density Mixed-use district (25 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan
The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic, limited agriculture. The maximum residential density is 25 dwelling units per acre.

CPP FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

CPP FLU 2.1.2 Compact Development. To promote compact development, FLUM amendments and residential rezonings to allow higher residential densities may be allowed in the Mixed-Use Urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

FINDINGS

The proposed amendment to HDMU **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The MU-U FLU is intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. The listed Range of Allowable Uses includes residential, retail and services, professional office, light industrial, recreational facilities, public, civic and limited agriculture. The amendment is also consistent with the intent of FLU 1.5.1 and FLU 2.1.2 by making use of the existing public roads and the availability of utilities and service infrastructure.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with Zoning District Provisions

The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

Sec. 3-2.7 Medium Density Residential district (MDR).

(a) Purpose. The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

Sec. 3-2.9 High Density Mixed-use district (HDMU).

(a) Purpose. The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings al and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

(b)Permitted uses. Permitted uses within the HDMU district are limited to the following:

1. **Residential.** The following residential uses are allowed throughout the district, but if within a Commercial (C) future land use category they are permitted only if part of a predominantly commercial development.

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.
b. Manufactured (mobile) homes, including manufactured home subdivisions, but excluding new or expanded manufactured home parks.
c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.
d. Two-family and multi-family dwellings.

See also conditional uses in this district.

(2) Retail sales. Small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales, including medical marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor, automotive fuels, or motor vehicles, and excluding permanent outdoor storage, display, or sales. See also conditional uses in this district.

3. **Retail services.** The following small-scale (gross floor area 6000 sq.ft. or less per lot) retail services, excluding outdoor work or permanent outdoor storage:

a. Bed and breakfast inns.
b. Boarding and rooming houses.
c. Child care facilities.
d. Personal services, including those of beauty shops, health clubs, pet

groomers, dry cleaners, and tattoo parlors.
e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.
f. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, but excluding major motor vehicle or boat service or repair.
g. Restaurants, and brewpubs, including on-premises consumption of alcoholic beverages, but excluding drive-in or drive-through service and brewpubs with distribution of alcoholic beverages for off-site sales.

See also conditional uses in this district.

4. **Public and civic.**

a. Preschools and kindergartens.
b. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
c. Foster care facilites.
d. Places of worship.
e. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.
5. Recreation and entertainment.

a. Marinas, private only.
b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.
6. Industrial and related. No industrial or related uses.
7.Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals.
8. Other uses. [Reserved]

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA may conditionally allow the following uses within the HDMU district:

1. **Residential.**
   a. Dormitories.
   b. Fraternity and sorority houses.
   c. Manufactured (mobile) home parks.
2. **Retail sales.** Medium-scale (gross floor area greater than 6000 sq.ft. per lot, but no greater than 35,000 sq.ft.) retail sales, including sales of beer and wine and automotive fuels, but excluding sales of motor vehicles and liquor, and excluding permanent outdoor storage, display, or sales.
3. **Retail services.**

a. Medium-scale (gross floor area greater than 6000 sq. ft. per lot, but no

greater than 35,000 sq. ft.) retail services, excluding motor vehicle service and repair.
b. Restaurants and brewpubs with drive-in or drive-through service and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales.
c. Small-scale (gross floor area 6000 sq.ft. or less per lot) major motor vehicle service and repair, excluding painting or body work and outdoor work.

4. **Public and civic.**

a. Broadcast stations with satellite dishes and antennas, excluding towers.
b. Cemeteries, including family cemeteries.
c. Clubs, civic and fraternal.
d. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
e. Cinerators.
f. Educational facilities not among the permitted uses of the district.
g. Funeral establishments.
h. Hospitals.
i. Offices for government agencies or public utilities.
j. Public utility structures exceeding the district structure height limit and telecommunications towers of any height, excluding any industrial uses.
k. Warehousing or maintenance facilities for government agencies or public utilities.

(5)Recreation and entertainment.

a. Amusement arcade centers and bingo facilities.
b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.
c. Parks with permanent restrooms or outdoor event lighting.

(6)Industrial and related. Microbreweries, microdistilleries, and microwineries

(7)Agricultural and related.

a. Horses or other domesticated *equines* kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.
b. Veterinary clinics.

(8)Other uses.

a. Self-storage facilities with a maximum lot area of one acre and outdoor storage limited to operable motor vehicles and boats. No vehicle rental.
b. Structures of permitted uses exceeding the district structure height limit, excluding telecommunications towers.

(d)Site and building requirements. The following site and building requirements

apply to uses within the HDMU district:

1. **Density.** A maximum density of 25 dwelling units per acre.
2. **Floor area ratio.** A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).
3. **Structure height.** A maximum structure height of 150 feet above highest adjacent grade.
4. **Lot area.** No minimum lot area unless prescribed by use.
5. **Lot width.** For a new lot with a majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follow:
6. **Single-family detached.** Forty feet at the street right-of-way for single-family detached dwellings.
7. **Two-family.** Eighty feet at the street right-of-way for two-family dwellings.
8. **Multi-family and other.** Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, or townhouse groups. No minimum lot width required by zoning for other uses.
9. **Lot coverage.** Minimum pervious lot coverage of 20 percent (80 percent maximum semi-impervious and impervious cover) for all uses.
10. **Structure setbacks.** For all principal structures, minimum setbacks are:
11. **Front and rear.** Twenty feet in the front and 15 feet in the rear.
12. **Sides.** Ten feet on each side of a group of attached townhouses. On each side of all other structures, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height, but not required to exceed 15 feet.
3. **Other requirements.** Refer to chapters 4 and 5 for additional development regulations and standards.
4. **Location criteria.** All new non-residential uses proposed within the HDMU district that are not part of a predominantly residential development or a planned unit development, or are not identified as exempt by district regulations, shall be on parcels that satisfy at least one of the following location criteria:
    1. **Proximity to intersection.** Along an arterial or collector street and within 200 feet of an intersection with another arterial or collector.
    2. **Proximity to traffic generator.** Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.
    3. **Infill development.** Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the HDMU district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip

commercial development.

4. **Site design.** Along an arterial street and at the intersection with a local street that serves to connect the arterial street to another arterial, and all of the following site design conditions:

a. Any intrusion into a recorded residential subdivision is limited to a corner lot
b. Access and stormwater management is shared with adjoining uses or properties to the extent practicable.
c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

(5) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

Rezoning to HDMU. High Density Mixed-use zoning may be established only within the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U), or Commercial (C) future land use categories. The district is suitable for areas where the intermixing of uses has been the custom, where future uses are uncertain, and some redevelopment is probable. The district is appropriate to provide transitions between areas zoned or used for medium or high density residential and areas zoned or used for commercial. Rezoning to HDMU is subject to the same location criteria as any new non-residential use proposed within the HDMU district.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The proposed High Density Mixed-use zoning may be established only within the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U), or Commercial (C) future land use categories. The district is suitable for areas where the intermixing of uses has been the custom, where future uses are uncertain, and some redevelopment is probable. The district is appropriate to provide transitions between areas zoned or used for medium or high density residential and areas zoned or used for commercial. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county. The parcel is not within a county redevelopment district.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The proposed amendment **is compatible** with surrounding residential uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts MDR (Medium-Density Residential), HDMU and HC/LI Heavy Commercial and Light Industrial. The current property has an established residential use. The residential uses for the proposed rezoning **is compatible** with the properties located to the North, South, East and West. The proposed rezoning to HDMU would abut existing and well-established residential area.

Criterion d., LDC Sec. 2-7.2(b)(4)

Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

FINDINGS

The requested zoning district **would not be considered** to be spot zoning as the adjoining parcel to the Northwest and North is currently zoned HDMU.

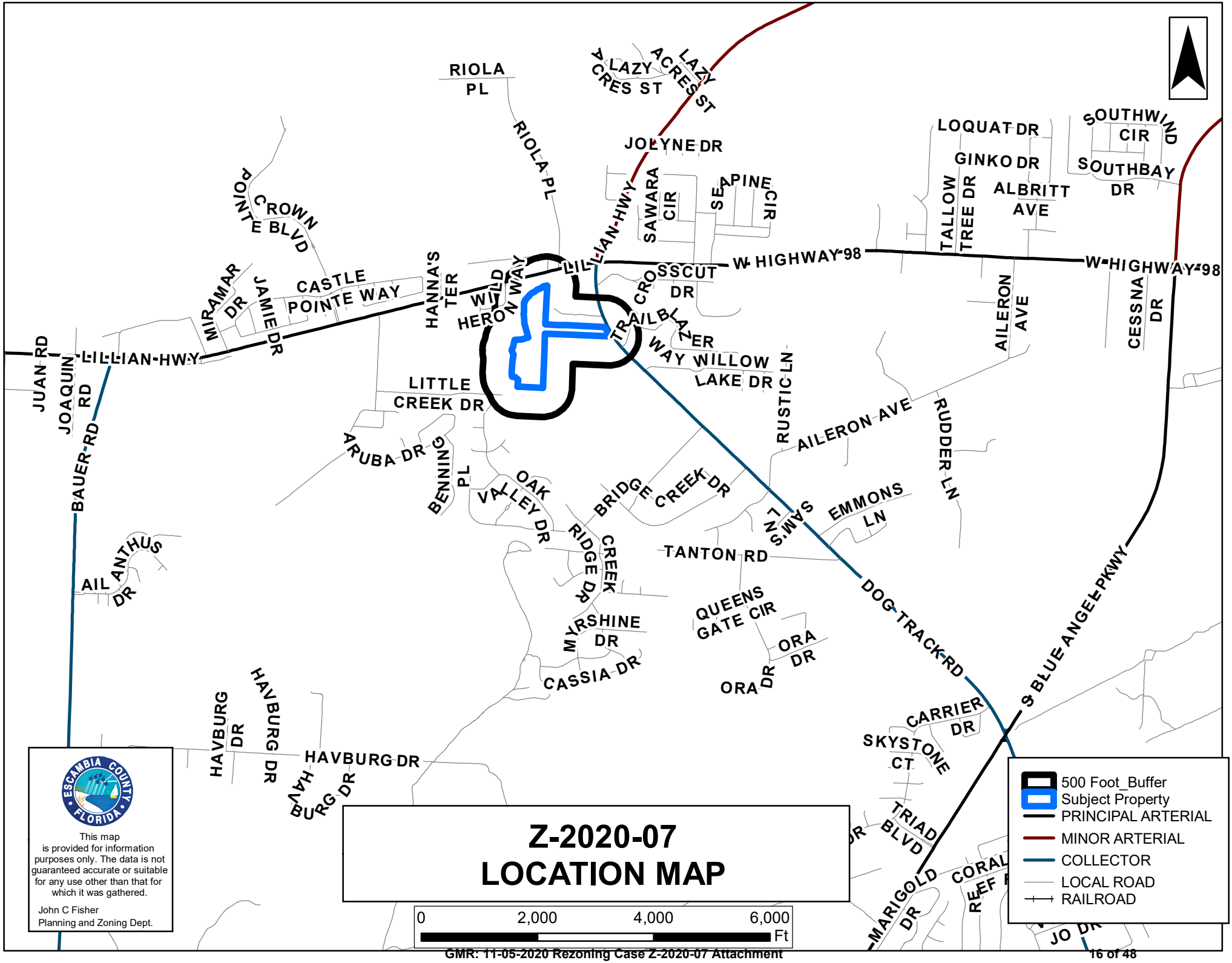
Criterion e., LDC Sec. 2-7.2(b)(4)

Appropriate with changed or changing conditions.
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

FINDINGS
The land uses or development conditions within the area surrounding the property of rezoning **have changed.** To the Northwest of the subject property there was a rezoning case Z-2007-24 from R-2 to R-6 was approved by the BCC on October 4, 2007 and adjacent to the North rezoning case Z-2007-15 from R-2 to R-6 was approved by the BCC on August 2, 2007. Across Dog Track Road east of the subject property rezoning case Z-2007-09 from SDD & C-2 to R-3 was approved by the BCC on July 19, 2007.
Currently a Large Scale Map Amendment to the south LSA-2020-02 from Commercial FLU to Mixed-Use Urban is being reviewed by DEO. The Planning Board recommended approval to the BCC on July 6, 2020 and the BCC approved the transmittal to DEO on August 6, 2020.

Attachments

Working Case File


RIOLA PL
LAZY ACRES ST
JOLYNE DR
SAWARA CIR
SEAPINE CIR
LOQUAT DR
GINKO DR
TALLOW TREE DR
ALBRITT AVE
SOUTHWIND CIR
SOUTHBAY DR
CROWN POINTE BLVD
MIRAMAR DR
JAMIE DR
CASTLE POINTE WAY
HANNA'S TER
WILD HERON WAY
LILLIAN HWY
W HIGHWAY 98
CROSSCUT DR
TRAILBLAZER WAY
WILLOW LAKE DR
AILERON AVE
CESSNA DR
JUAN RD
JOAQUIN RD
BAUER RD
LITTLE CREEK DR
ARUBA DR
BENNING PL
OAK VALLEY DR
BRIDGE CREEK DR
RUSTIC LN
RUDDER LN
SAM'S LN
EMMONS LN
TANTON RD
RIDGE CREEK DR
MYRSHINE DR
CASSIA DR
QUEENS GATE CIR
ORA DR
DOG TRACK RD
S BLUE ANGEL PKWY
AILANTHUS DR
HAVBURG DR
CARRIER DR
SKYSTONE CT
TRIAD BLVD
MARIGOLD DR
CORAL REEF
JO DR
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Z-2020-07
LOCATION MAP
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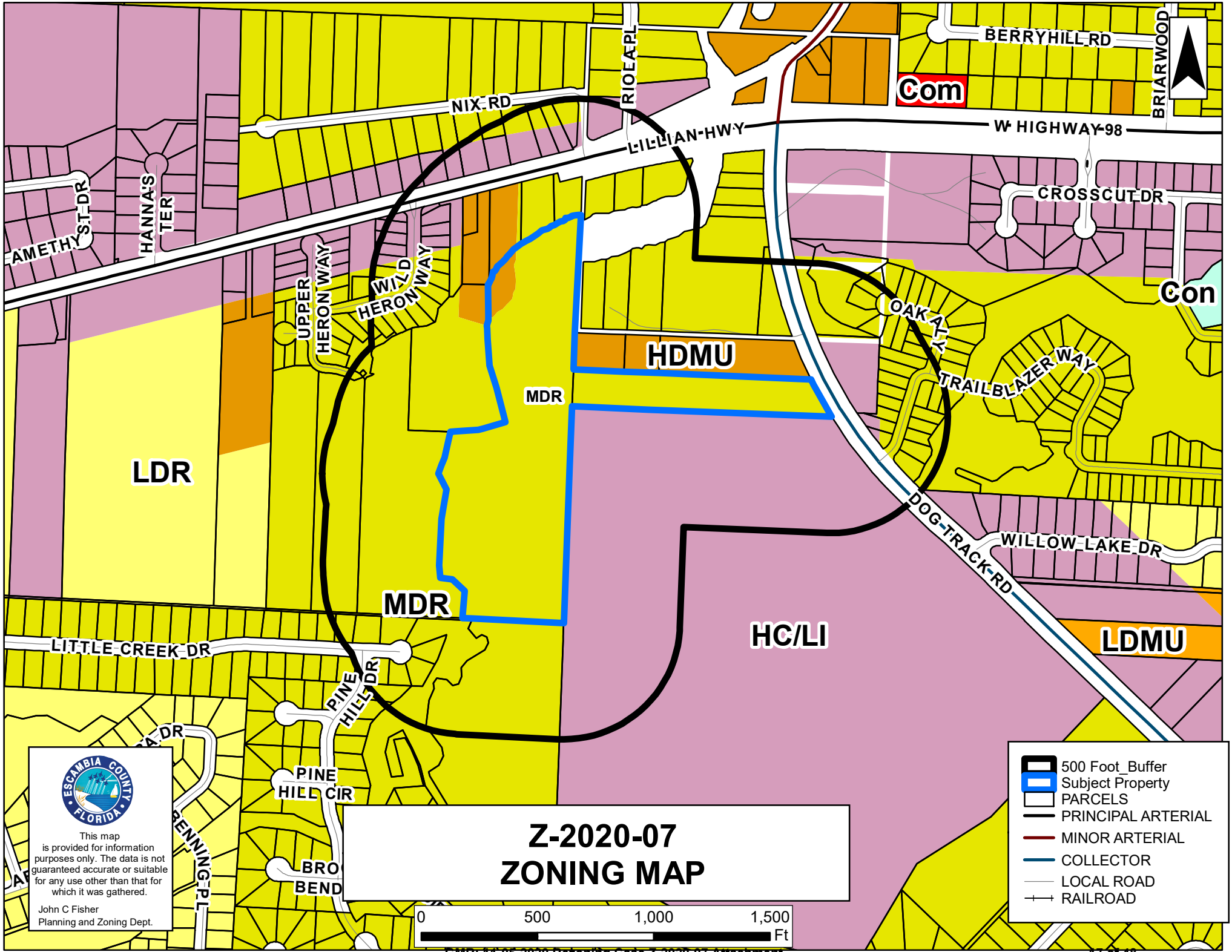
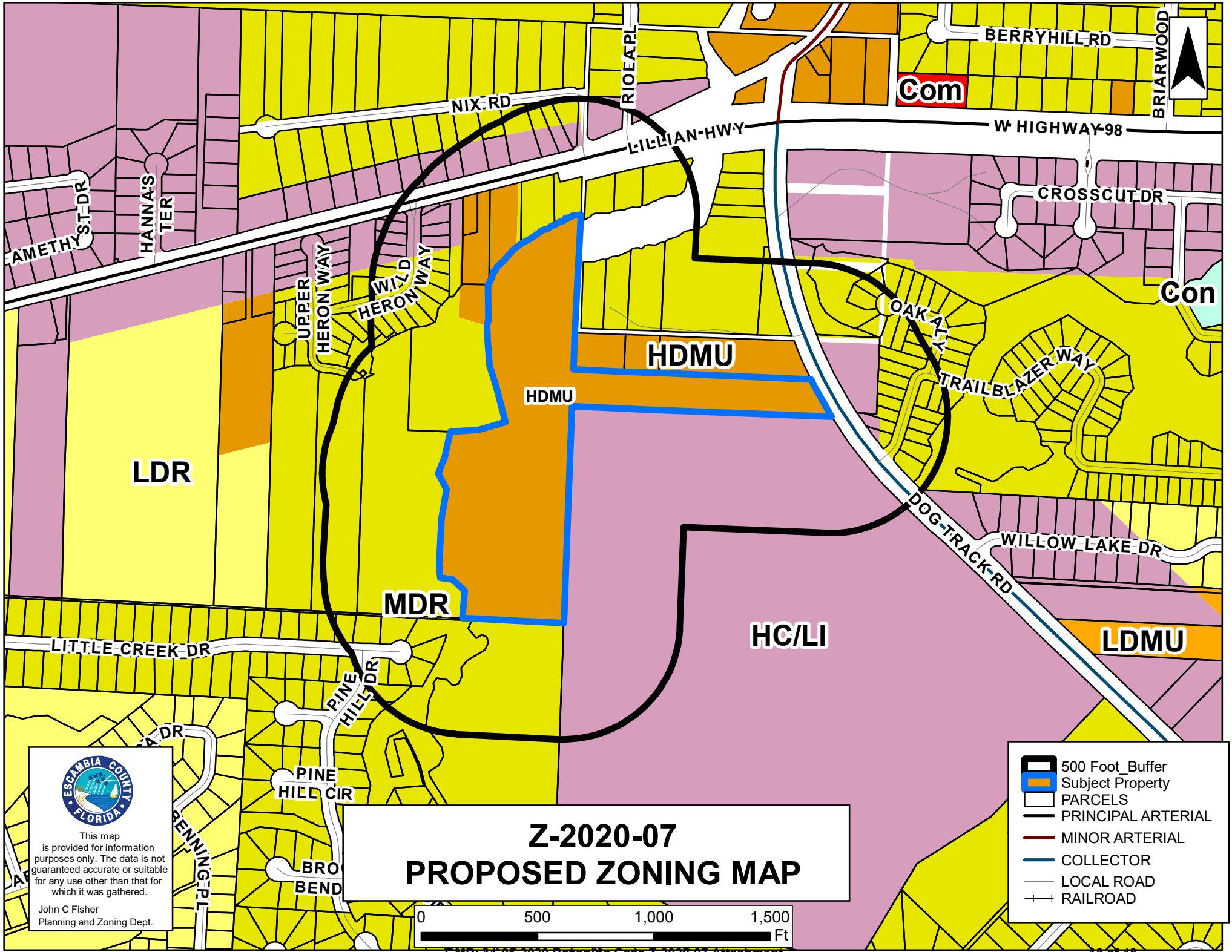
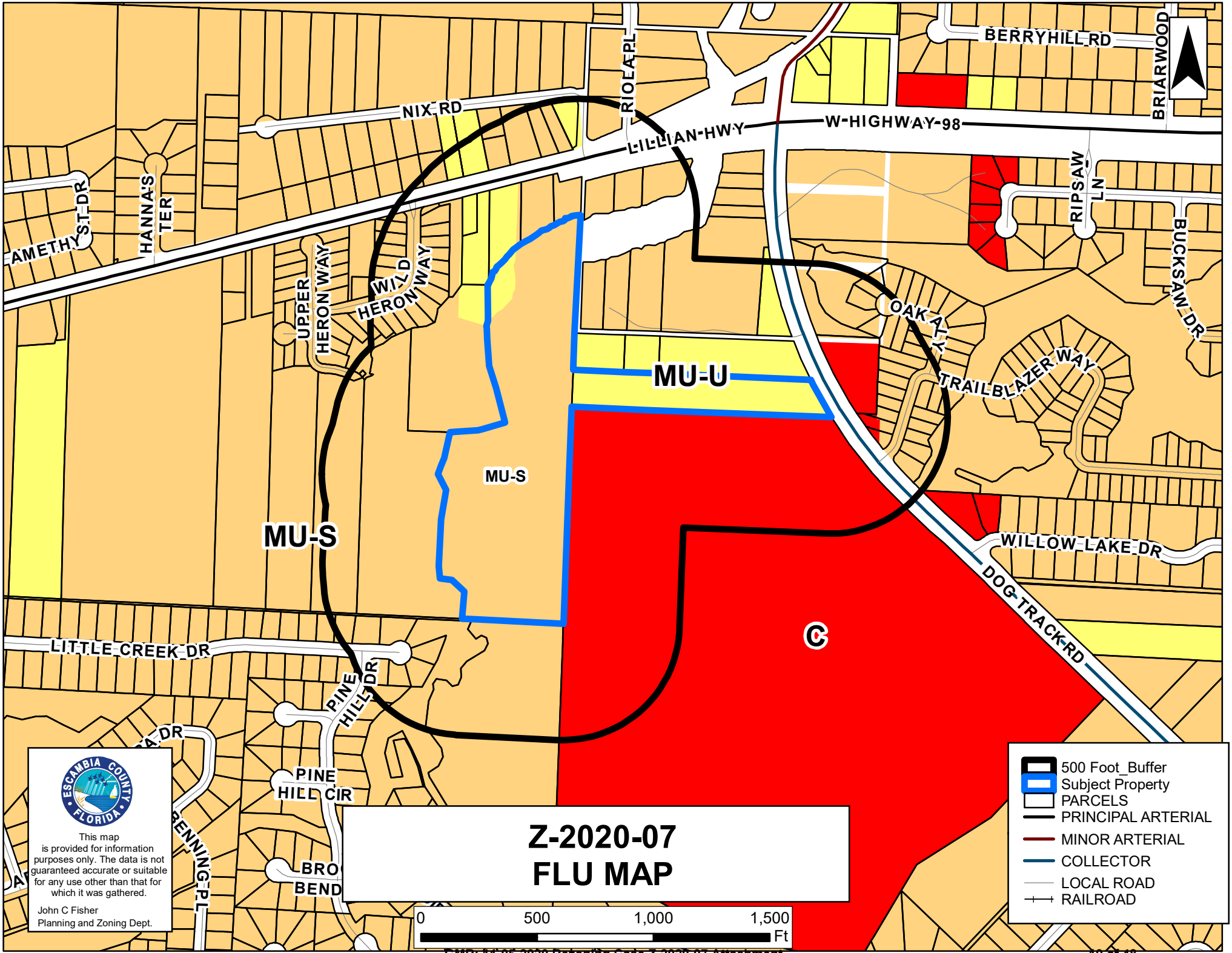
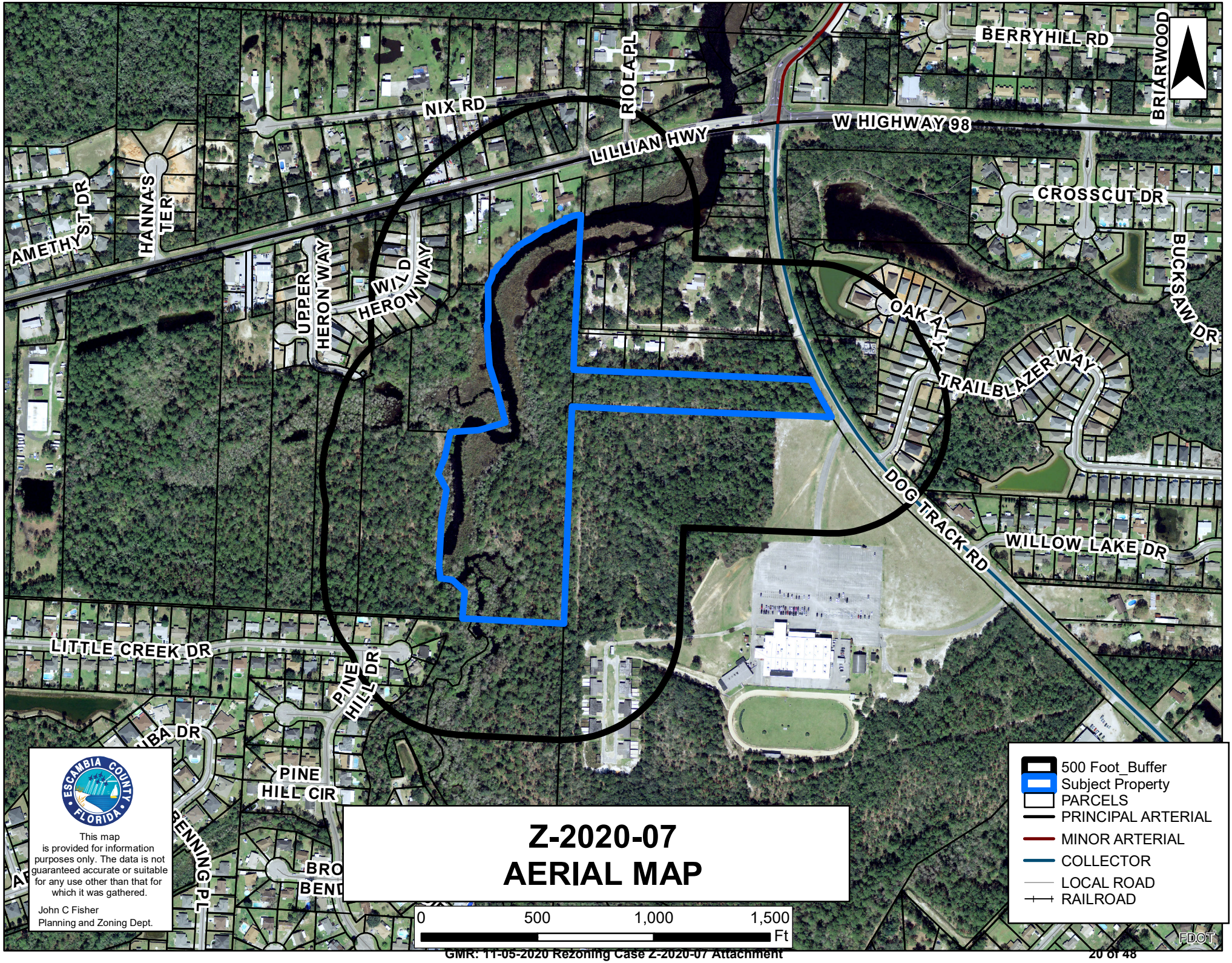
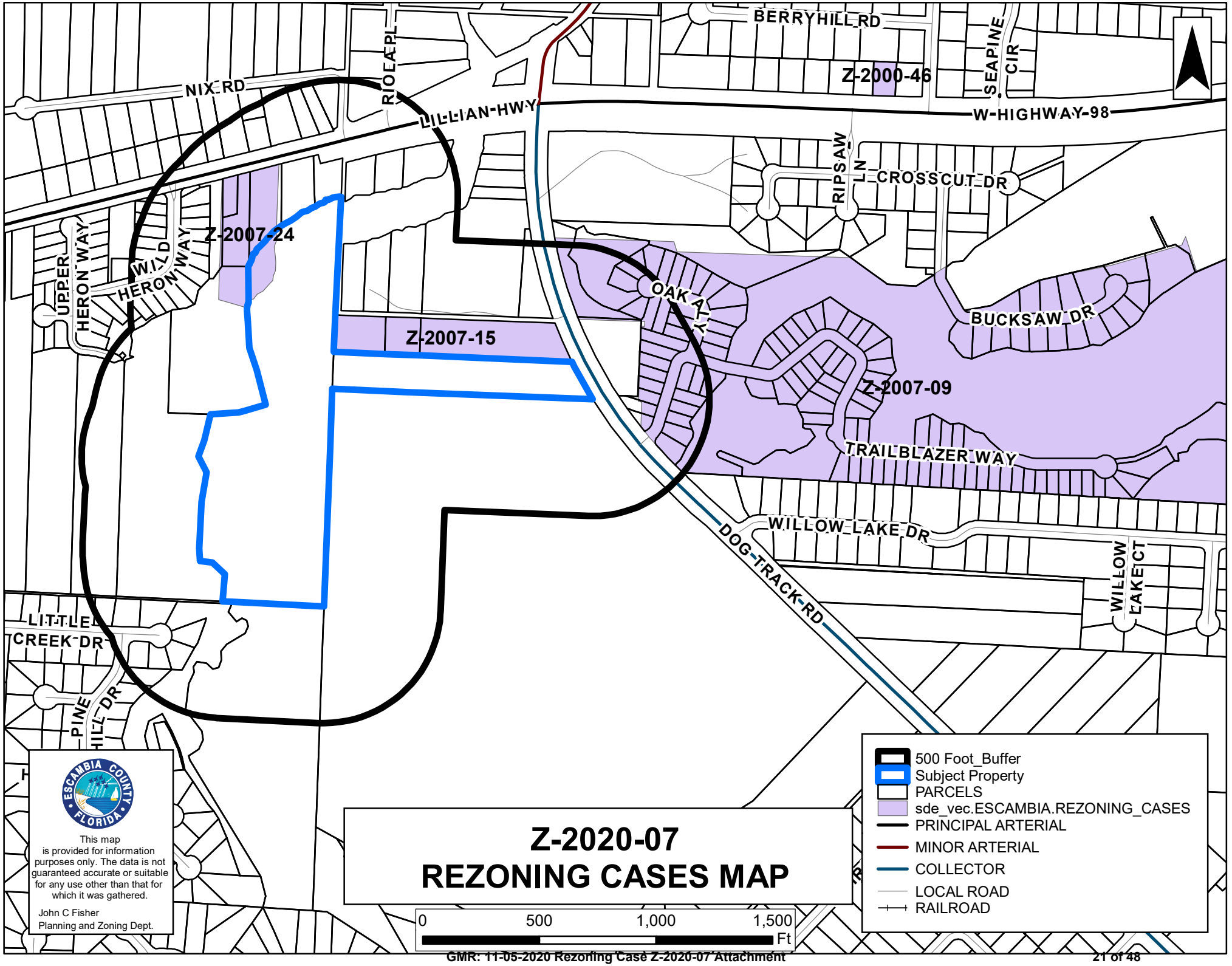
500 Foot_Buffer
Subject Property
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD


BERRYHILL RD
BRIARWOOD
Com
NIX RD
RIOEAPL
LILLIAN HWY
W HIGHWAY 98
CROSSCUT DR
AMETHYST DR
HANNA'S TER
UPPER HERON WAY
WILD HERON WAY
Con
OAK ALY
TRAILBLAZER WAY
HDMU
MDR
LDR
DOG TRACK RD
WILLOW LAKE DR
MDR
HC/LI
LDMU
LITTLE CREEK DR
PINE HILL DR
PINE HILL CIR
BEND
Z-2020-07
ZONING MAP
0
500
1,000
1,500
Ft
500 Foot_Buffer
Subject Property
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.

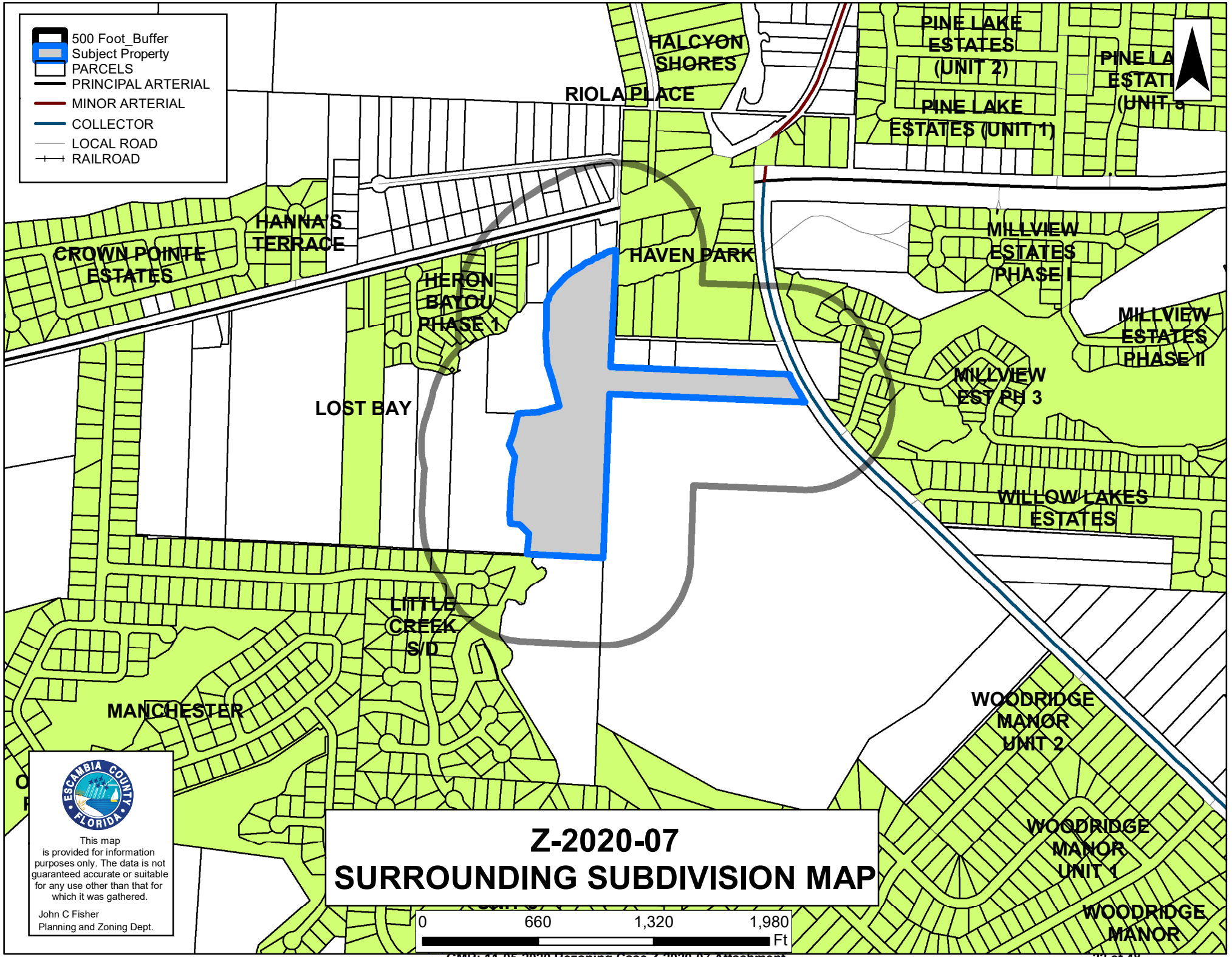

BERRYHILL RD
BRIARWOOD
Com
NIX RD
RIOEAPL
LILLIAN HWY
W HIGHWAY 98
CROSSCUT DR
AMETHYST DR
HANNA'S TER
UPPER HERON WAY
WILD HERON WAY
Con
OAK ALY
TRAILBLAZER WAY
HDMU
HDMU
LDR
DOG TRACK RD
WILLOW LAKE DR
MDR
HC/LI
LDMU
LITTLE CREEK DR
PINE HILL DR
PINE HILL CIR
BEND
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Z-2020-07
PROPOSED ZONING MAP
0
500
1,000
1,500
Ft
500 Foot_Buffer
Subject Property
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD

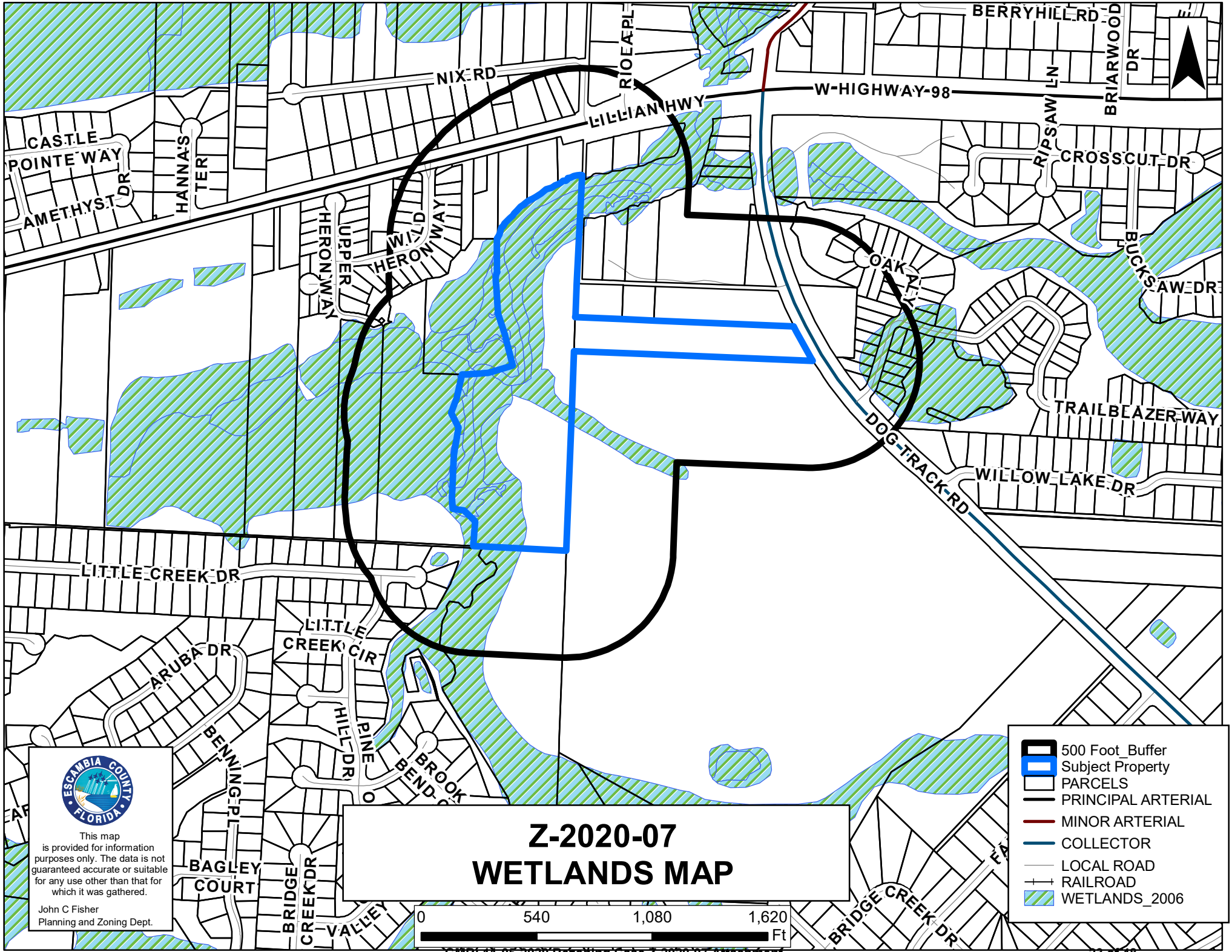

BERRYHILL RD
BRIARWOOD
NIX RD
RIOLA PL
LILLIAN HWY
W HIGHWAY 98
RIPSAW LN
BUCKSAW DR
AMETHYST DR
HANNA'S TER
UPPER HERON WAY
WILD HERON WAY
OAK ALY
TRAILBLAZER WAY
MU-U
MU-S
MU-S
C
WILLOW LAKE DR
DOG TRACK RD
LITTLE CREEK DR
PINE HILL DR
PINE HILL CIR
BRO
BEND
RENNING PL
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Z-2020-07
FLU MAP
0
500
1,000
1,500
Ft
500 Foot_Buffer
Subject Property
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD


NIX RD
RIOLA PL
BERRYHILL RD
BRIARWOOD
W HIGHWAY 98
LILLIAN HWY
AMETHYST DR
HANNA'S TER
UPPER HERON WAY
WILD HERON WAY
CROSSCUT DR
BUCKSAW DR
OAK AV
TRAILBLAZER WAY
DOG TRACK RD
WILLOW LAKE DR
LITTLE CREEK DR
PINE HILL DR
PINE HILL CIR
BRO
BEND
RENNING PL
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Z-2020-07
AERIAL MAP
0
500
1,000
1,500
Ft
500 Foot_Buffer
Subject Property
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
FDOT



Z-2020-07
REZONING CASES MAP


500 Foot_Buffer
Subject Property
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
HALCYON SHORES
RIOLA PLACE
PINE LAKE ESTATES (UNIT 2)
PINE LAKE ESTATES (UNIT 1)
PINE LA ESTATI (UNIT 3
HANNA'S TERRACE
CROWN POINTE ESTATES
HERON BAYOU PHASE 1
HAVEN PARK
MILLVIEW ESTATES PHASE I
MILLVIEW ESTATES PHASE II
MILLVIEW EST PH 3
LOST BAY
WILLOW LAKES ESTATES
LITTLE CREEK S/D
MANCHESTER
WOODRIDGE MANOR UNIT 2
WOODRIDGE MANOR UNIT 1
WOODRIDGE MANOR
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Z-2020-07
SURROUNDING SUBDIVISION MAP
0
660
1,320
1,980
Ft



Z-2020-07
WETLANDS MAP


NOTICE OF
PUBLIC HEARING
REZONING
CASE NO.: Z-2020-07
CURRENT ZONING: MDR
PROPOSED ZONING: HDMU
PLANNING BOARD
DATE: 10/06/20 TIME: 08:30 A.M.
LOCATION OF HEARING
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
BOARD MEETING ROOM
BOARD OF COUNTY COMMISSIONERS
DATE: 11/05/20 TIME: 5:45 P.M.
LOCATION OF HEARING
ERNIE LEE MAGAHA GOVERNMENT BLDG
221 PALAFOX PLACE
1ST
FOR
DEVELOPMENT
WWW.MYESCAMBIA.COM
PUBLIC HEARING SIGN



LOOKING NORTH ALONG DOG TRACK ROAD



LOOKING WEST ON SUBJECT PROPERTY



LOOKING SOUTH ALONG DOG TRACK ROAD



LOOKING EAST FROM SUBJECT PROPERTY

August 10, 2020

Kayla Meador
Administrative Supervisor
Development Services
3393 W Park Place
Pensacola, FL 32502

RE: Heron's Landing Master Plan
Transmittal Letter for Rezoning
25-2S-31-1302-000-001 and 25-2S-31-2402-000-000

Attached for your review and use are the following items required for rezoning application submittal.

1. EXECTUED Forms
2. 24x36 Copies of survey

Please advise is you require any further information. Thank you.

Sincerely,



Joe A. Rector, Jr.
Regional Vice-President
Mullins LLC

July 13, 2020

RE: Letter of Request – Bellevue Parcel Rezoning Request
25-2S-31-1302-000-001and25-2S-31-2402-000-000

To Whom It May Concern:

We respectively request the property described herein be granted the change of the current zoning to **HDMU** as depicted on the following page. The parcel previously held a zoning of MDR, with a small portion depicted as HDMU per the Escambia County GIS maps..

In light of the citizens of Florida voting to cease greyhound racing throughout the state, and following current development trends in the area, the subject parcel as well as the 88+/- acres parcel directly south, which was previously used for the Pensacola Greyhound Park, would be more appropriately used as a mixed used development consisting of a blend of multi-family residential, single family residential and commercial uses. With its proximity to Navy Federal Credit Union Campus on Nine Mile Road and Naval Air Station Pensacola, the development trends on the west side of Escambia County continue to show high demand for housing.

Thank you for consideration of our application and we trust you will find sufficient documentation supporting our request.

Sincerely,



Joe A. Rector, Jr.
Regional Vice President
Mullins LLC

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ PB Meeting: _____

1. **Contact Information:**

   A. Property Owner/Applicant: Bellview Development Company, Inc./ Linda O'Neill

   Mailing Address: 704 WASHINGTON ST APT GB NEW YORK, NY 10014

   Business Phone: _____ Cell: _____

   Email: _____

   B. Authorized Agent (if applicable): Joe A. Rector, Jr. / Mullins LLC

   Mailing Address: 41 N Jefferson Street, Suite 106, Pensacola, FL 32502

   Business Phone: _____ Cell: 850.502.7160

   Email: joe.rector@mullinsllc.net

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 900 BLK DOG TRACK RD

   Parcel ID (s): 25-2S-31-1302-000-001 and 25-2S-31-2402-000-000

   _____

   _____

   B. Total acreage of the subject property: 20.43 +/-

   C. Existing Zoning: MDR

   Proposed Zoning: HDMU; explain why necessary and/or appropriate

   _____

   _____

   _____

   FLU Category: MU-U, MU-S

D. Is the subject property developed (if yes, explain): _____

_____

E. Sanitary Sewer: ☑ Septic: ☐

3. Amendment Request

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. Consistent with Comprehensive Plan. The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

HDMU High density mixed-use is an allowable zoning per Sec. 3-1.3 - Zoning and future land use. Currently a portion of this property is already zoned HDMU, this according to the Escambia County GIS as shown in the attachment.

b. Consistent with zoning district provisions. The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

Sec. 3-2.9 - High density mixed-use district (HDMU) allows for Two-family and multifamily dwellings. The property requesting is proposed for a townhome development which is consistent with this provision.

c. Compatible with surroundings. All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

The attached current zoning map depicts the parcel directly north to the subject parcel is currently zoned HDMU, as we as indicated previously that a portion of this parcel is shown to be zone HDMU. Parcel directly east, across Dog Track Road are also HDMU. This is also consistent with the plans to further develop the parcel to the south, currently zoned HC/LI with a mixed use of commercial, single family residential and multifamily residential.

d. Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

Spot zoning is not applicable to the subject parcel.

e. Appropriate with changed or changing conditions. If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

The requested zoning is appropriate with the changing conditions as the current use of the parcel directly south has historically been the site of the Pensacola Greyhound Park. With the recent changes in Florida ending greyhound racing, the site is in the process of being re-purposed for a mult-use development.

4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 25-2S-31-1302-000-001 and 25-2S-31-2402-000-000

Property Address: 900 BLK DOG TRACK RD

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 13 DAY OF July, YEAR OF 2020.

Signature of Property Owner	Printed Name of Property Owner	Date
Linda O'Neill	Linda O'Neill	7/13/20

- 5 -

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 900 BLK DOG TRACK RD _____, Florida, property reference number(s) 25-2S-31-1302-000-001 25-2S-31-2402-000-000 I hereby designate Joe A. Rector, Jr. / Mullins LLC _____ for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 13 day of July the year of, 2020, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Joe A. Rector, Jr. Email: joe.rector@mullinsllc.net

Address: 41 North Jefferson Street, Suite 106, Pensacola, FL 32502 Phone: 850.502.7160

Signature of Property Owner	Printed Name of Property Owner	Date
Linda O'Neill	Linda O'Neill	7-13-20

Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF New York COUNTY OF New York

The foregoing instrument was acknowledged before me this 13th day of July 2020

by Linda O'Neill.

by means of ☐ physical presence or ☐ online notarization. Type of Identification Produced: NY Driver License

Signature of Notary	Printed Name of Notary
	SOJIN Han

SOJIN HAN
No. 01HA6391578
Notary Public, State of New York
Qualified in Queens County
My Commission Expires 5/13/2023

(Notary Seal)

5. Submittal Requirements

A. ☑ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. ☑ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. ☑ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. ☑ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. ☑ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent — Joe A. Rector, Jr. (Printed Name Owner/Agent) — 7-1 (Date)

✓ Signature of Owner — Linda O'Neill (Printed Name of Owner) — 7-13-20 (Date)

STATE OF New York COUNTY OF New York

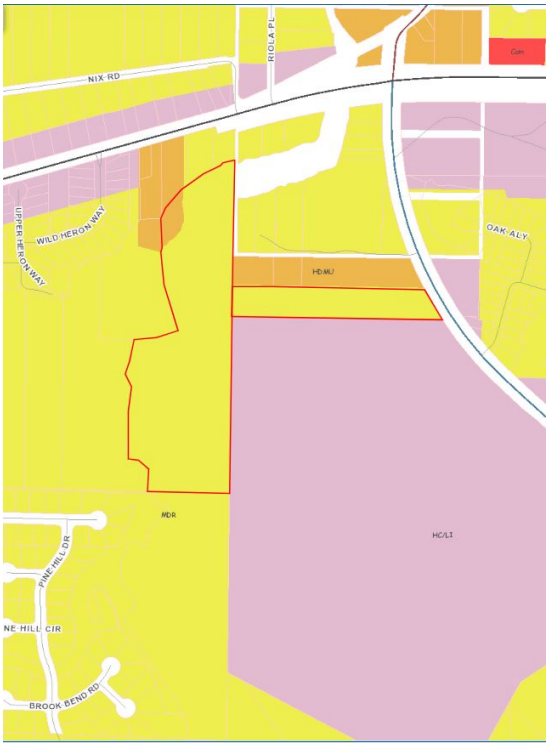
The foregoing instrument was acknowledged before me this 13th day of July 2020

by Linda O'Neill.

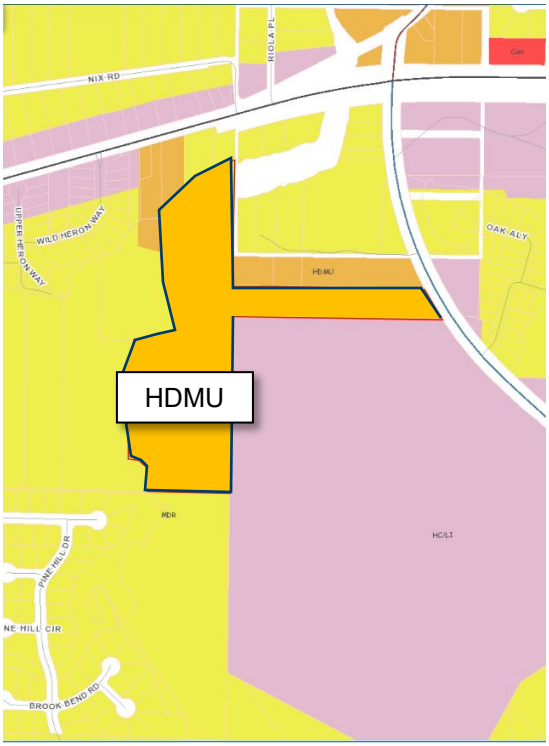
by means of ☑ physical presence or ☐ online notarization. Type of Identification Produced: NY Driverlicense

✓ Signature of Notary — SOJIN HAN No. 01HA6391578 Notary Public, State of New York Qualified in Queens County My Commission Expires 5/13/2023 — SOJIN Han (Printed Name of Notary) — (notary seal)

Current Zoning



Requested Zoning



Escambia County, FL - Address Search

900 BLK DOG TRACK RD

Warning: This is not a survey

This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Administrative Report

Parcel Site Address:	900 BLK DOG TRACK RD
Parcel Ref (link to Property Appraiser):	25-2S-31-1302-000-001
Tax Collector ID (link to Tax Collector):	094587100
Commission District:	1
Jurisdiction:	Unincorporated Escambia County
Subdivision:	None
Zip Code of Site Address:	32506 (Note: Must be verified with USPS)
Water Franchise:	EMERALD COAST UTILITIES AUTHORITY
Elementary School Zone:	Blue Angels (Note: Must be verified with the ECSD)
Middle School Zone:	Bailey (Note: Must be verified with the ECSD)
High School Zone:	Escambia (Note: Must be verified with the ECSD)
Voting Precinct:	73
Polling Place:	Jim C. Bailey Middle School (Note: Must be verified with the ECSOE)
Mosquito Spray Area::	4

Emergency Management Report

Hurricane Evacuation Zone:	D,E
Special Flood Hazard Area:	X
DFIRM Panel:	12033C0345G,12033C0365G
Base Flood Elevation:	Not Available
Wind Zone:	140
Fire District:	PLEASANT GROVE - 14

Topographical Report

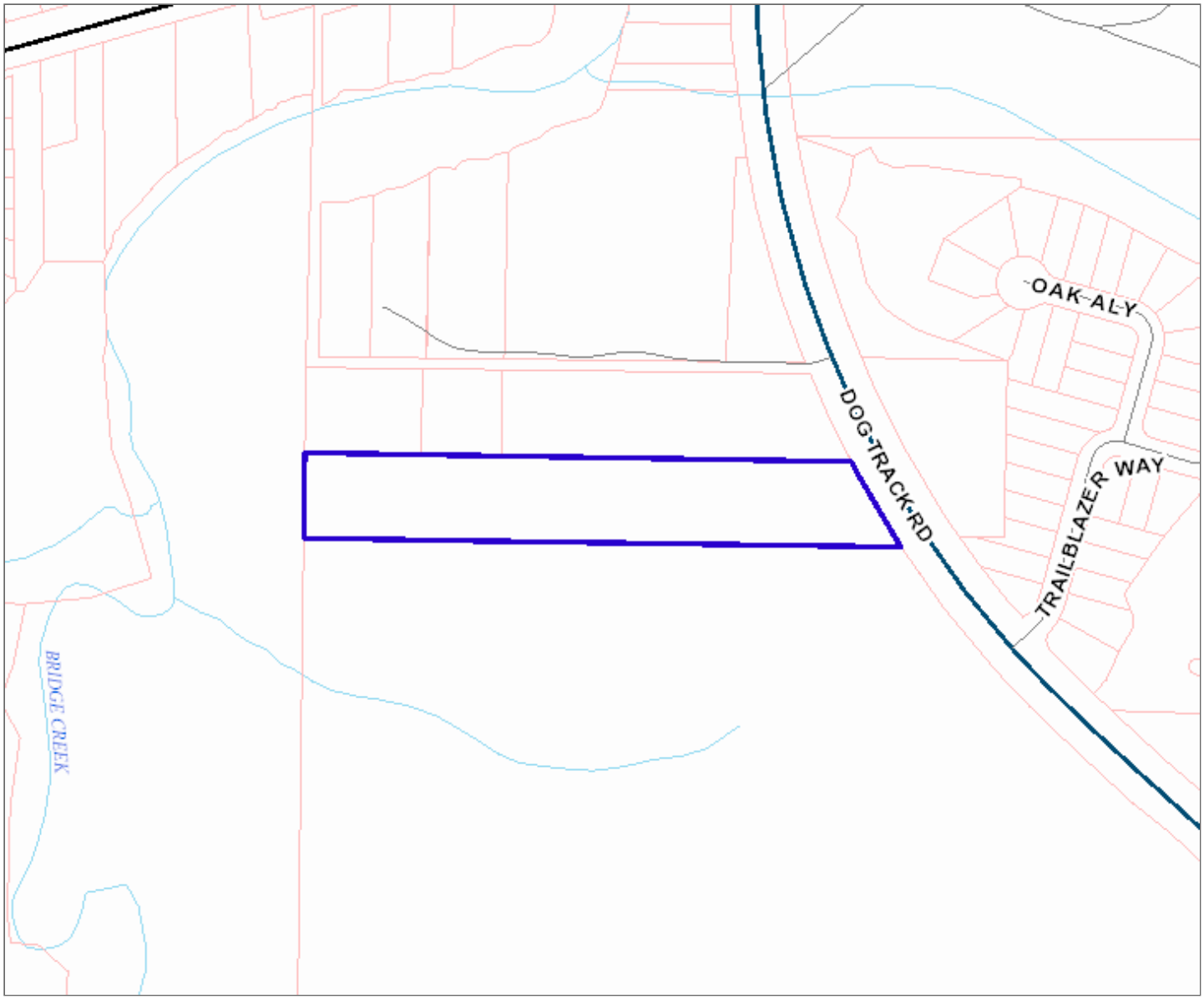
Wetlands Attribute (not an official wetland determination):	No
Soils Map Unit Name:	DOROVAN AND MUCKALEE SOILS, FREQUENTLY FLOODED,HURRICANE SAND, 0 TO 3 PERCENT SLOPES
Drainage Basin:	BRIDGE CREEK HERON BAYOU
Drainage Basin Number:	XII

Land Use Report

Zoning:	MDR
Future Land Use 2030:	MU-U
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No
Airfield Influence Planning District:	No
CRA District and Overlay District:	No
Accident Potential Zone	No

Description:	
Accident Potential Zone Restriction:	No
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	No
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No

Parcel Map Image


OAK ALY
DOG TRACK RD
TRAILBLAZER WAY
BRIDGE CREEK

Escambia County, FL - Address Search

OFF LILLIAN HWY

Warning: This is not a survey

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Administrative Report

Parcel Site Address:	OFF LILLIAN HWY
Parcel Ref (link to Property Appraiser):	25-2S-31-2402-000-000
Tax Collector ID (link to Tax Collector):	094625520
Commission District:	1
Jurisdiction:	Unincorporated Escambia County
Subdivision:	None
Zip Code of Site Address:	32506 (Note: Must be verified with USPS)
Water Franchise:	EMERALD COAST UTILITIES AUTHORITY
Elementary School Zone:	Blue Angels (Note: Must be verified with the ECSD)
Middle School Zone:	Bailey (Note: Must be verified with the ECSD)
High School Zone:	Escambia (Note: Must be verified with the ECSD)
Voting Precinct:	73
Polling Place:	Jim C. Bailey Middle School (Note: Must be verified with the ECSOE)
Mosquito Spray Area::	4

Emergency Management Report

Hurricane Evacuation Zone:	A,B,C,D
Special Flood Hazard Area:	AE,X
DFIRM Panel:	12033C0345G
Base Flood Elevation:	Not Available
Wind Zone:	140
Fire District:	PLEASANT GROVE - 14,PARADISE BEACH - 20

Topographical Report

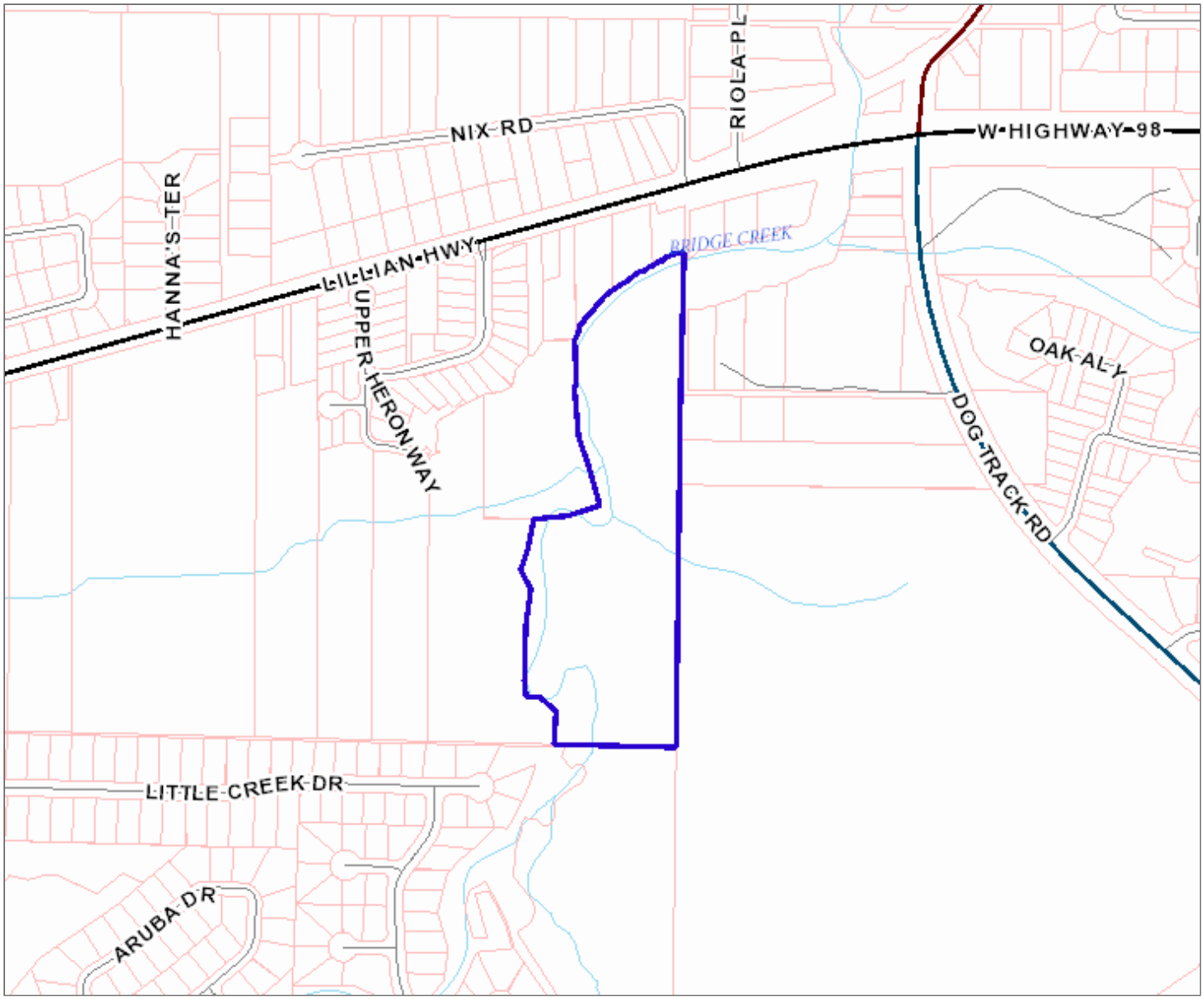
Wetlands Attribute (not an official wetland determination):	PFO1C,PFO4A,E1UBL,PFO4S,PFO1C,E2EM1P,PFO4A,PFO4B,E2EM1N
Soils Map Unit Name:	HURRICANE SAND, 0 TO 3 PERCENT SLOPES,DOROVAN AND MUCKALEE SOILS, FREQUENTLY FLOODED,HURRICANE SAND, 0 TO 3 PERCENT SLOPES,FOXWORTH SAND, 0 TO 3 PERCENT SLOPES
Drainage Basin:	BRIDGE CREEK HERON BAYOU
Drainage Basin Number:	XII

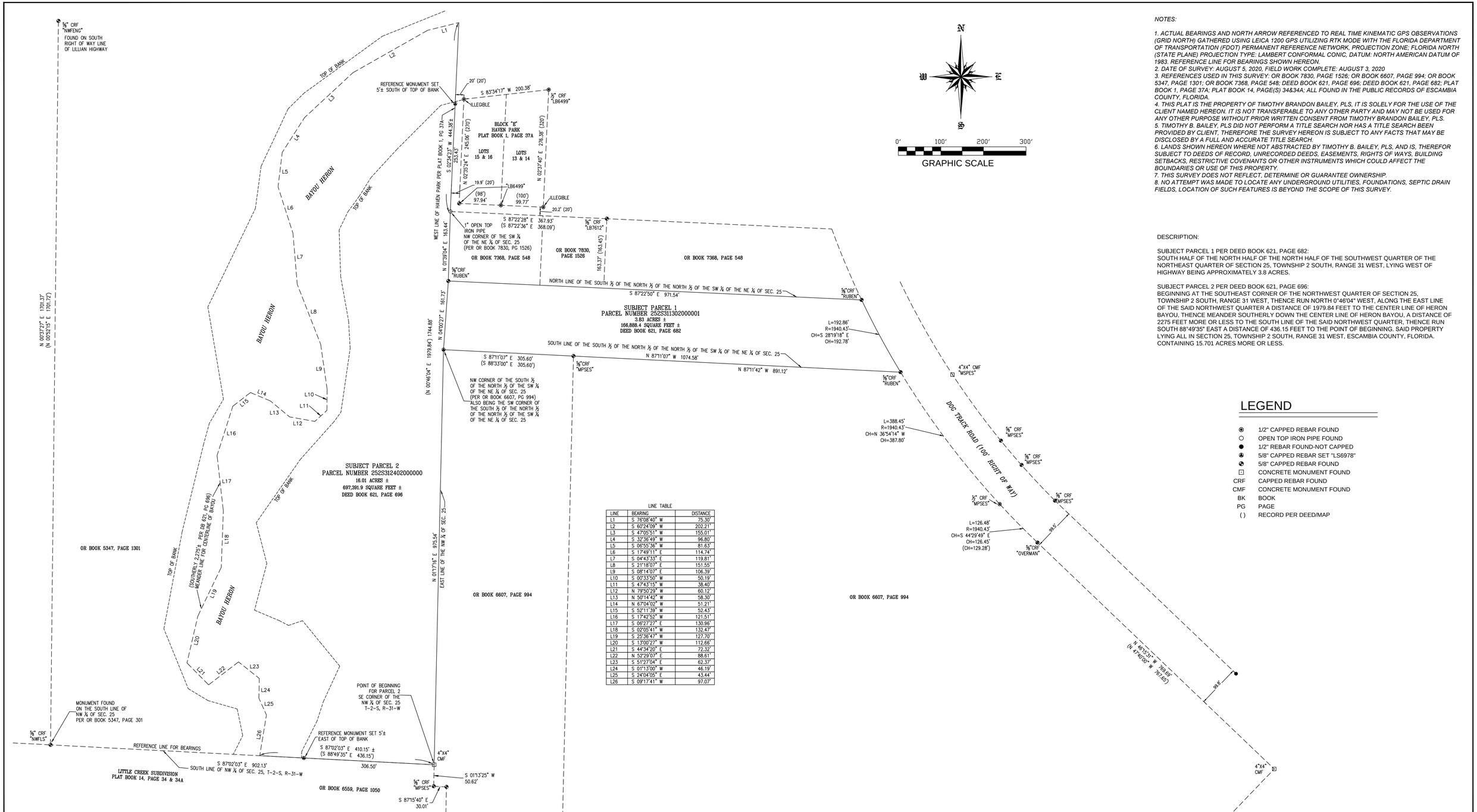
Land Use Report

Zoning:	HDMU,MDR
Future Land Use 2030:	MU-S,MU-U
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No

Airfield Influence Planning District:	No
CRA District and Overlay District:	No
Accident Potential Zone Description:	No
Accident Potential Zone Restriction:	No
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	No
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No

Parcel Map Image


NIX RD
RIOLA PL
W HIGHWAY 98
HANNA'S TER
LILLIAN HWY
BRIDGE CREEK
UPPER HERON WAY
OAK ALY
DOG TRACK RD
LITTLE CREEK DR
ARUBA DR



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 76°08'40" W	75.30'
L2	S 60°24'09" W	202.21'
L3	S 47°05'51" W	155.01'
L4	S 32°36'49" W	96.80'
L5	S 06°55'36" W	81.63'
L6	S 17°49'11" E	114.74'
L7	S 04°43'33" E	119.81'
L8	S 21°18'07" E	151.55'
L9	S 08°14'07" E	106.39'
L10	S 00°33'50" W	50.19'
L11	S 47°43'15" W	38.40'
L12	N 79°50'29" W	60.12'
L13	N 50°14'42" W	58.30'
L14	N 67°04'02" W	51.21'
L15	S 52°11'39" W	52.43'
L16	S 17°42'52" W	121.51'
L17	S 06°27'27" E	130.96'
L18	S 02°05'41" W	132.47'
L19	S 25°36'47" W	127.70'
L20	S 13°00'27" W	112.66'
L21	S 44°34'20" E	72.32'
L22	N 52°29'07" E	88.61'
L23	S 51°27'04" E	62.37'
L24	S 01°13'00" W	46.19'
L25	S 24°04'05" E	43.44'
L26	S 09°17'41" W	97.07'

NOTES:

1. ACTUAL BEARINGS AND NORTH ARROW REFERENCED TO REAL TIME KINEMATIC GPS OBSERVATIONS (GRID NORTH) GATHERED USING LEICA 1200 GPS UTILIZING RTK MODE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PERMANENT REFERENCE NETWORK, PROJECTION ZONE; FLORIDA NORTH (STATE PLANE) PROJECTION TYPE: LAMBERT CONFORMAL CONIC, DATUM: NORTH AMERICAN DATUM OF 1983. REFERENCE LINE FOR BEARINGS SHOWN HEREON.
2. DATE OF SURVEY: AUGUST 5, 2020, FIELD WORK COMPLETE: AUGUST 3, 2020
3. REFERENCES USED IN THIS SURVEY: OR BOOK 7830, PAGE 1526; OR BOOK 6607, PAGE 994; OR BOOK 5347, PAGE 1301; OR BOOK 7368, PAGE 548; DEED BOOK 621, PAGE 696; DEED BOOK 621, PAGE 682; PLAT BOOK 1, PAGE 37A; PLAT BOOK 14, PAGE(S) 34&34A; ALL FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
4. THIS PLAT IS THE PROPERTY OF TIMOTHY BRANDON BAILEY, PLS, IT IS SOLELY FOR THE USE OF THE CLIENT NAMED HEREON. IT IS NOT TRANSFERABLE TO ANY OTHER PARTY AND MAY NOT BE USED FOR ANY OTHER PURPOSE WITHOUT PRIOR WRITTEN CONSENT FROM TIMOTHY BRANDON BAILEY, PLS.
5. TIMOTHY B. BAILEY, PLS DID NOT PERFORM A TITLE SEARCH NOR HAS A TITLE SEARCH BEEN PROVIDED BY CLIENT, THEREFORE THE SURVEY HEREON IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
6. LANDS SHOWN HEREON WHERE NOT ABSTRACTED BY TIMOTHY B. BAILEY, PLS, AND IS, THEREFOR SUBJECT TO DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THIS PROPERTY.
7. THIS SURVEY DOES NOT REFLECT, DETERMINE OR GUARANTEE OWNERSHIP.
8. NO ATTEMPT WAS MADE TO LOCATE ANY UNDERGROUND UTILITIES, FOUNDATIONS, SEPTIC DRAIN FIELDS, LOCATION OF SUCH FEATURES IS BEYOND THE SCOPE OF THIS SURVEY.

DESCRIPTION:

SUBJECT PARCEL 1 PER DEED BOOK 621, PAGE 682:
SOUTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, LYING WEST OF HIGHWAY BEING APPROXIMATELY 3.8 ACRES.

SUBJECT PARCEL 2 PER DEED BOOK 621, PAGE 696:
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, THENCE RUN NORTH 0°46'04" WEST, ALONG THE EAST LINE OF THE SAID NORTHWEST QUARTER A DISTANCE OF 1979.84 FEET TO THE CENTER LINE OF HERON BAYOU, THENCE MEANDER SOUTHERLY DOWN THE CENTER LINE OF HERON BAYOU, A DISTANCE OF 2275 FEET MORE OR LESS TO THE SOUTH LINE OF THE SAID NORTHWEST QUARTER, THENCE RUN SOUTH 88°49'35" EAST A DISTANCE OF 436.15 FEET TO THE POINT OF BEGINNING. SAID PROPERTY LYING ALL IN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. CONTAINING 15.701 ACRES MORE OR LESS.

LEGEND

- ◉ 1/2" CAPPED REBAR FOUND
- ○ OPEN TOP IRON PIPE FOUND
- ● 1/2" REBAR FOUND-NOT CAPPED
- ◭ 5/8" CAPPED REBAR SET "LS6978"
- ◔ 5/8" CAPPED REBAR FOUND
- ⊡ CONCRETE MONUMENT FOUND
- CRF CAPPED REBAR FOUND
- CMF CONCRETE MONUMENT FOUND
- BK BOOK
- PG PAGE
- ( ) RECORD PER DEED/MAP

Plat Not Valid Without Original Seal and Signature

SURVEY PREPARED BY:
Timothy Brandon Bailey, PLS
208 Mohawk Street
Mobile, Alabama 36606
Telephone: 251-564-7295
tbbailey@hotmail.com

Scale: 1" = 100'

File No.: 48-20

THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENT'S CONVEYANCE.

THE SURVEY SHOWN HEREON IS TRUE AND CORRECT AND IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: 8-5-20
TIMOTHY BRANDON BAILEY, P.L.S.
FLORIDA LICENSE NUMBER 6978

TYPE OF SURVEY:
BOUNDARY SURVEY

CLIENT:
MULLINS LLC

TIMOTHY BRANDON BAILEY LICENSE NUMBER 6978 STATE OF FLORIDA Professional Surveyor and Mapper

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

DATE: **August 28, 2020**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2020-07**

TTO Staff has reviewed Z-2020-07, 900 Block Dog Track Road. The requested Future land use change is from Commercial (C) to High Density Mixed Use (HDMU) and is scheduled for the September 1, 2020 Planning Board Meeting. Please see the below comments.

This segment of Dog Track Road has a two-lane typical section with two 12-foot travel lanes and a six-foot wide path on the west side of the road. Dog Track Road has an approximate right-of-way width of 100 feet. The County does not have any proposed improvement projects scheduled for this section of Dog Track Road.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Dog Track Road is classified as a major collector with a maximum LOS of D and a corresponding daily volume threshold of 17,700. Near the subject property, the daily traffic volume on Dog Track Road for 2019 was recorded as 6,400.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: **Horace Jones, Development Services Department Director**
Joy Jones, P.E., Engineering Department Director
Christine Fanchi, P.E., Transportation Engineer
John Fisher, Development Services Department

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10/6/20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z2020-07

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Joe Rector – Representative

*Address: 41 W Jefferson *City, State, Zip: Pensacola

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18767 **Growth Management Report 10. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 11/05/2020
Issue: 5:45 p.m. - Amendment to the Official Zoning Map
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

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

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

BACKGROUND:

Rezoning case Z-2020-07 was heard by the Planning Board on October 6, 2020. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning case.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This proposed Ordinance was prepared by the Development Services Department in coordination with the County Attorney's Office, and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2020-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2020-07**
Address:	900 BLK Dog Track Road
Property Reference No.:	25-2S-31-1302-000-001 and 25-2S-31-2402-000-000
Property Size:	20.43 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and

DRAFT

the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18764 **Growth Management Report 10. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 11/05/2020
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Removing a Parcel from the County DSAP and Assigning a Compatible FLU - OSP-2020-01
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Removing a Parcel from the County DSAP and Assigning a Compatible FLU - OSP-2020-01

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity, (DEO), an Ordinance amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing a parcel within Section 03, Township 1N, Range 31W, Parcel Number 1302-000-001, totaling 10.05 (+/-) acres, located on N. Highway 29, from the Escambia County Mid-West Sector Plan; further amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use Map, assigning a Future Land Use category to a parcel within Section 03, Township 1N, Range 31W, Parcel Number 1302-000-001, totaling 10.05 (+/-) acres, of Mixed-Use Suburban (MU-S).

This hearing serves as the first of two public hearings.

Please note that the October 1, 2020, GMR Consent Item included an inadvertent reference to the "Muscogee Detailed Specific Area Plan." It should have read "Jacks Branch Detailed Specific Area Plan."

BACKGROUND:

The applicant is requesting to remove a parcel from Mid-West Escambia County Sector Plan, Jacks Branch Detailed Specific Area Plan (DSAP), and also requesting assignment of Future Land Use category of Mixed-Use Suburban (MU-S).

The property owner is requesting a parcel be removed from the Escambia County Mid-West Sector Plan (SP),in the Jacks Branch Detailed Specific Area Plan (DSAP). Within the DSAP, the existing land use for the parcel is Conservation Neighborhood with a maximum residential dwelling of 3 du/acre. The request is to assign a Future Land Use (FLU) designation of Mixed-Use Suburban (MU-S) to the parcel with no future development proposed at this time. According to the Escambia County Property Appraiser, the vacant parcel totals 10.04 (+/-) acres.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by the County Attorney office. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, assigning a new Future Land Use category and amending the Land Use Plan Map which is a part of the Mid-West Sector Plan will be filed with the Department of State following adoption by the board.

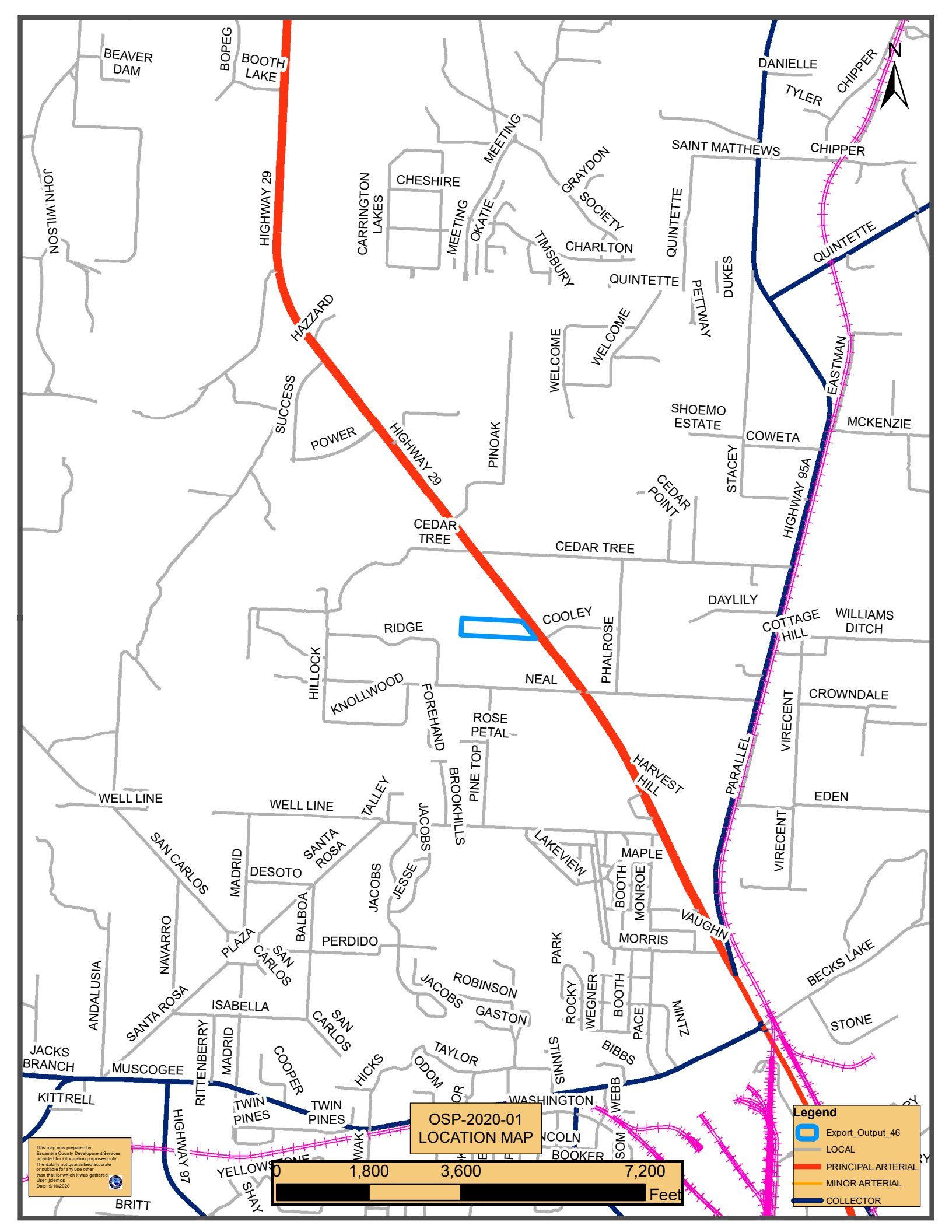
The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

OSP-2020-01 Working Case File

Draft Ordinance

OSP-2020-01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COLLECTOR
This map was prepared by Escambia County Development Services provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
User: jclemos
Date: 9/10/2020
BEAVER DAM
BOPEG
BOOTH LAKE
JOHN WILSON
HIGHWAY 29
CARRINGTON LAKES
CHESHIRE
MEETING
MEETING
OKATIE
GRAYDON
SOCIETY
TIMSBURY
CHARLTON
QUINTETTE
QUINTETTE
PETTWAY
DUKES
DANIELLE
TYLER
CHIPPER
SAINT MATTHEWS
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EASTMAN
HAZZARD
SUCCESS
POWER
HIGHWAY 29
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MCKENZIE
STACEY
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COTTAGE HILL
WILLIAMS DITCH
COOLEY
RIDGE
PHALROSE
HILLOCK
KNOLLWOOD
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FOREHAND
ROSE PETAL
PINE TOP
BROOKHILLS
HARVEST HILL
PARALLEL
VIRECENT
CROWNDALE
VIRECENT
EDEN
WELL LINE
WELL LINE
TALLEY
JACOBS
LAKEVIEW
MAPLE
SAN CARLOS
MADRID
SANTA ROSA
DESOTO
JACOBS
JESSE
BOOTH
MONROE
VAUGHN
BALBOA
PERDIDO
PARK
MORRIS
BECKS LAKE
NAVARRO
PLAZA
SAN CARLOS
ROBINSON
JACOBS
GASTON
ROCKY
WEGNER
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JACKS BRANCH
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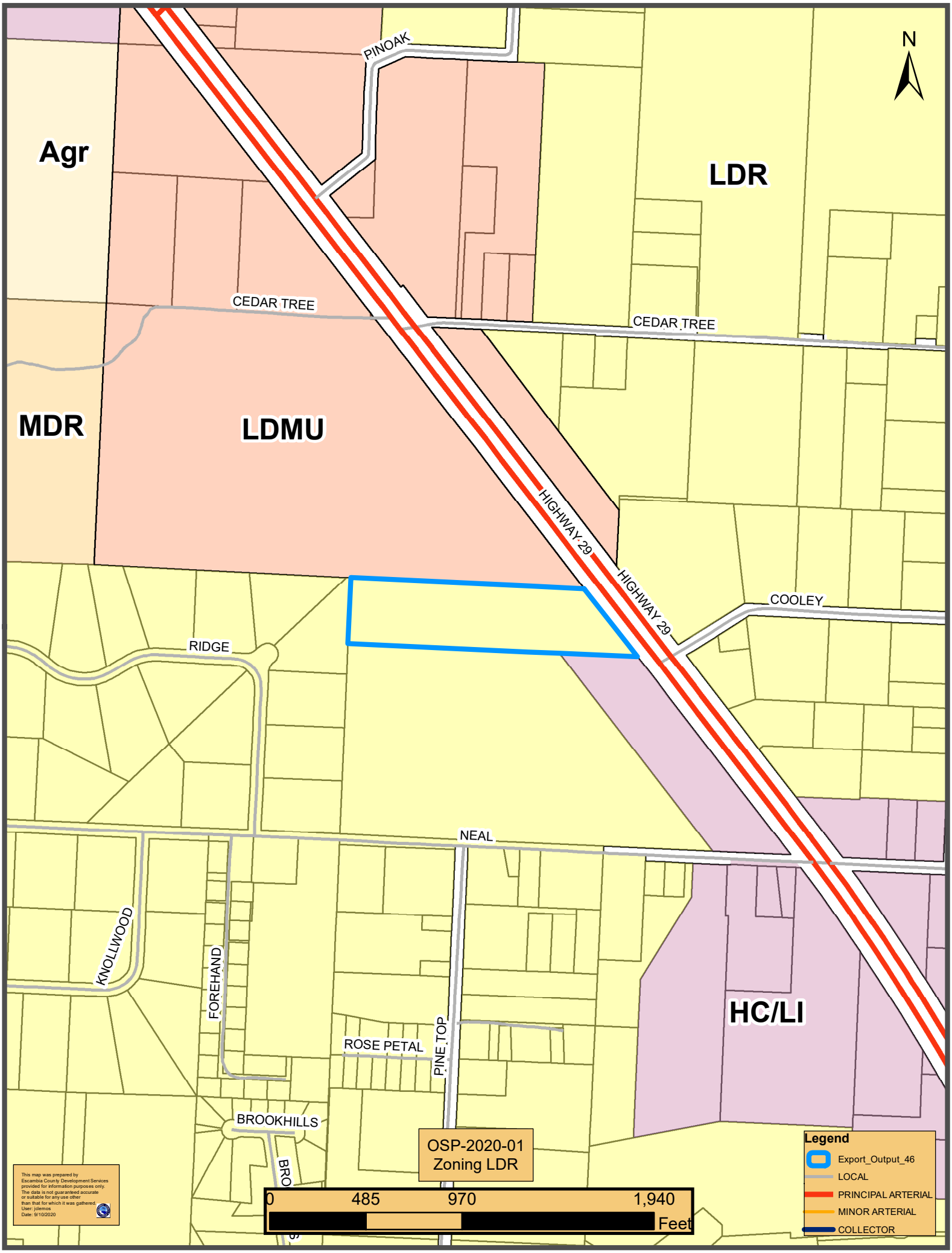
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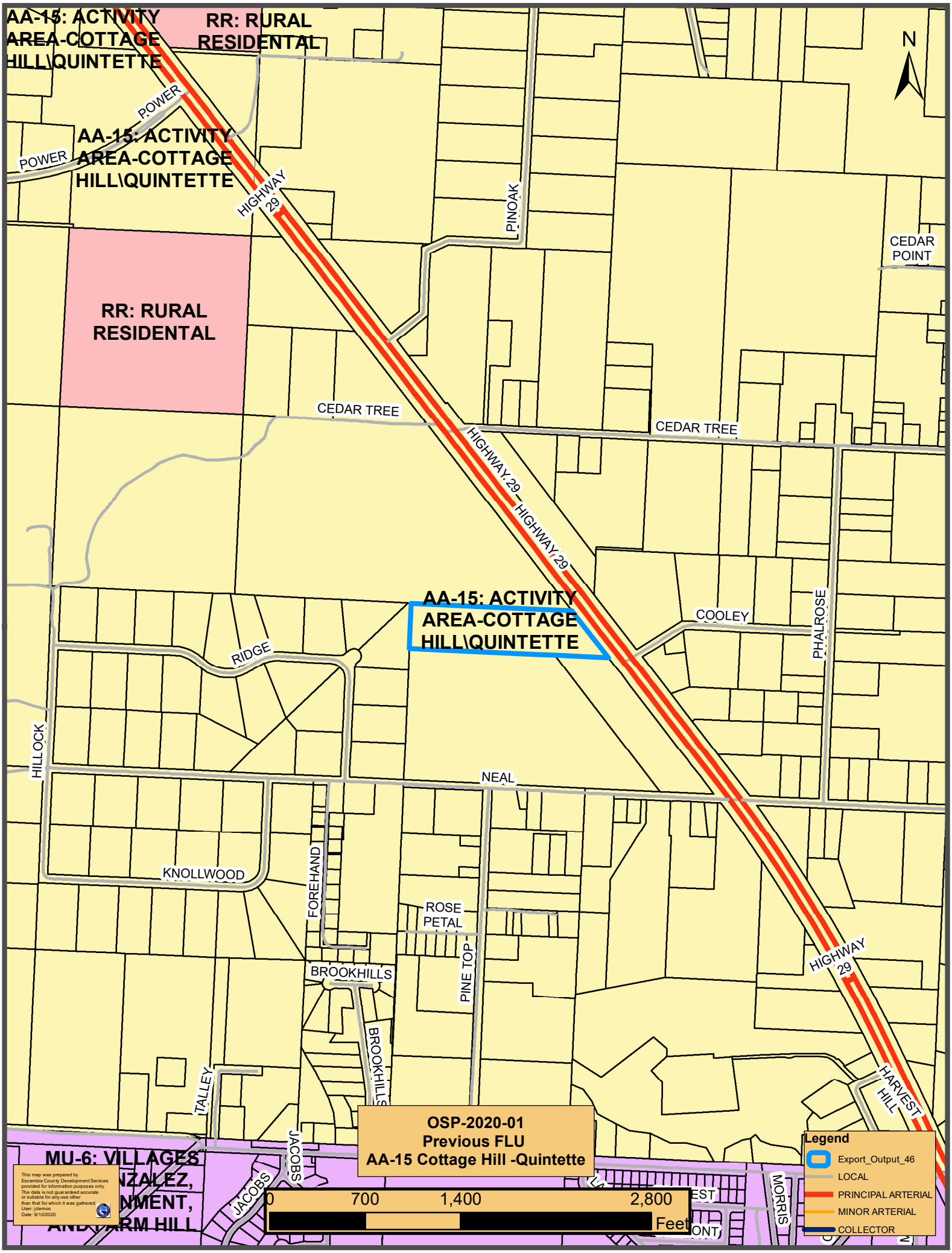
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RR: RURAL RESIDENTAL
POWER
AA-15: ACTIVITY AREA-COTTAGE HILL\QUINTETTE
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RR: RURAL RESIDENTAL
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FOREHAND
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PINE TOP
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BROOKHILLS
TALLEY
HARVEST HILL
JACOBS
MU-6: VILLAGES
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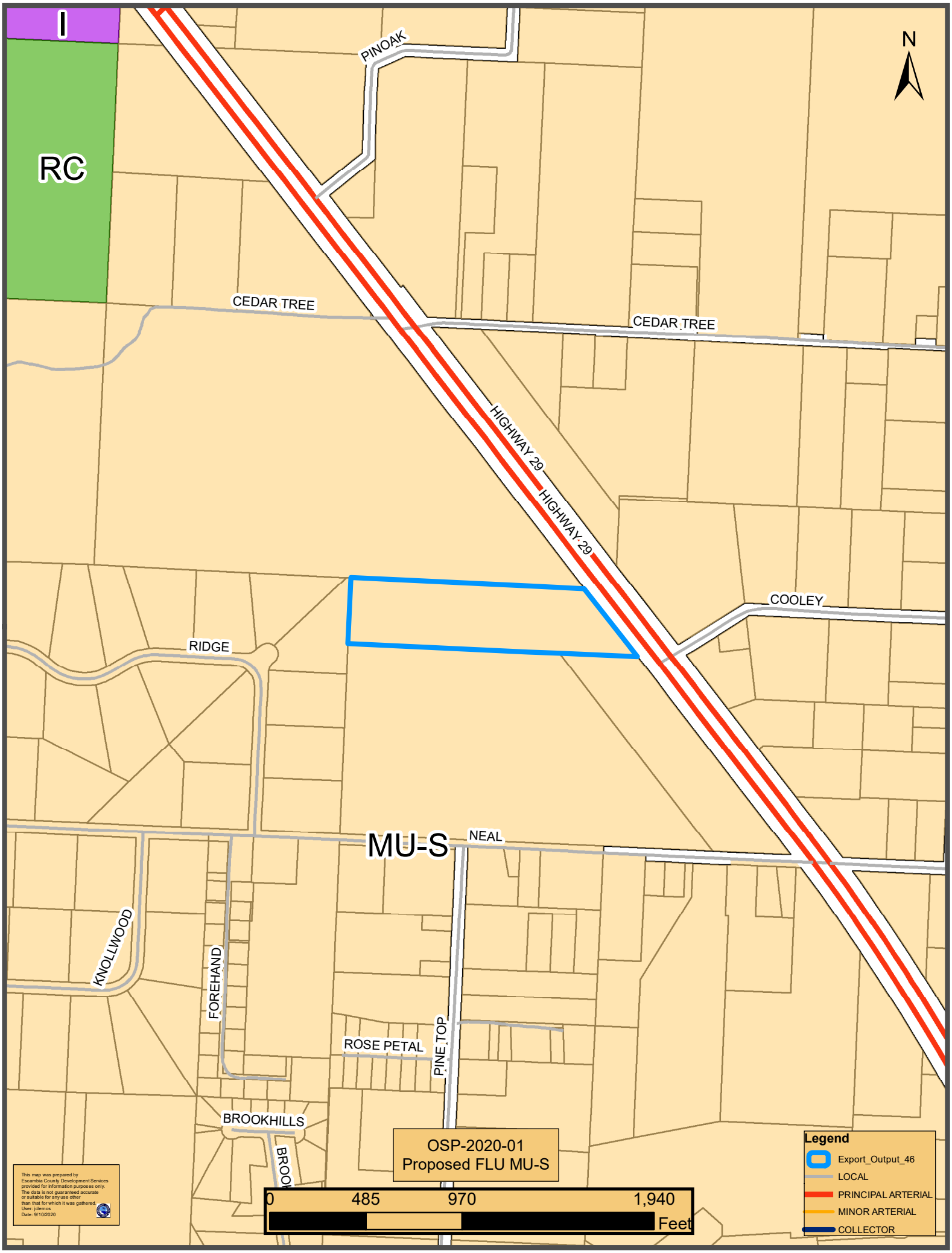
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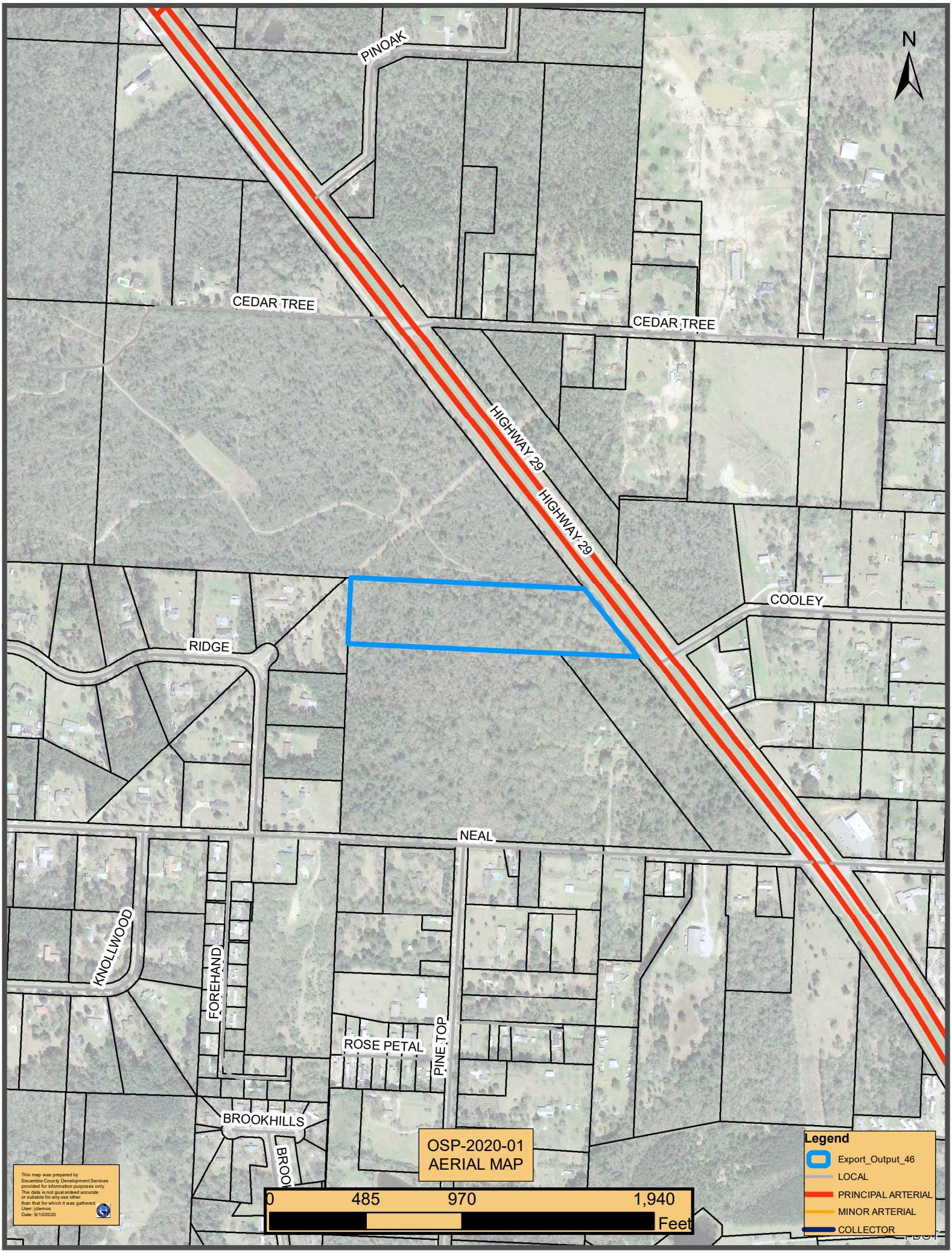
User: jclemos
Date: 9/10/2020


N
PINOAK
CEDAR TREE
CEDAR TREE
HIGHWAY 29
HIGHWAY 29
COOLEY
RIDGE
NEAL
KNOLLWOOD
FOREHAND
ROSE PETAL
PINE TOP
BROOKHILLS
OSP-2020-01
AERIAL MAP
0
485
970
1,940
Feet
Legend
Export_Output_46
LOCAL
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
This map was prepared by Escambia County Development Services provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
User: jclemos
Date: 9/10/2020



Public Hearing Sign


Looking north from subject property along Hwy 29


Looking onto subject property


Looking east across Hwy
29 from subject property

WESTMARK

Frank E. Westmark *fewestmark@aol.com*
Elizabeth J. Westmark *ejwestmark@gmail.com*
(850) 937-1835
Mailing: P. O. Box 575 Physical: 2025 W. Kingsfield Cantonment, FL 32533

August 20, 2020

Hand Delivery
Members, Escambia County Planning Board
Mr. Horace L. Jones, Director
Development Services Department
Escambia County
3363 West Park Place
Pensacola, FL 32505

Re: **The First Baptist Church of Cottage Hill, Florida, Inc.**
Letter of Request to Opt-Out of the Escambia County Mid-West Sector Plan
Parcel Reference 03-1N-31-1302-000-001 1400 N. Hwy. 29

Dear Planning Board Members and Director Jones:

This letter includes an application from the First Baptist Church of Cottage Hill to "opt out" of the Escambia County Mid-West Sector Plan. If approved, the church's effective zoning will be low density residential (LDR), which is its current underlying zoning with a future land use (FLU) of MU-S to be assigned by the county as required by law.

In 2006, the church purchased 10.0456 acres of land on the west side of U.S. Highway 29, approximately 1,000 feet north of Neal Road in Cantonment for the purpose of building a new church facility to accommodate its expectation of growth. The purchase price was $175,000.

Due to circumstances beyond its control, the church needs to sell the subject property and recover its capital to make improvements to its existing facilities and purchase a small bus to transport its elderly members to worship services. The church has tried diligently to sell the property but has been unable to do so because severe Sector Plan Conservation Neighborhood regulations have substantially degraded the value of the property. In other words, the church cannot find a buyer willing to pay close to the $175,000 cost more than a decade ago.

The problem is the unfair regulations in the Conservation Neighborhood land use district of the Sector Plan known as (1) the 50 percent "taking" rule and (2) the mandatory clustering and

open space rule. Both rules constitute de facto "taking" of private property for public use without compensation, which violates constitutionally and statutorily protected property rights. Both rules were imposed on the church and other private landowners without their knowledge, consent, or due process.

This unlawful intrusion on private property is the sole reason the church is forced to opt out of the Sector Plan, which is identical to the central issue in the four opt-outs previously approved by the planning board this year, 2020.

The Board of County Commissioners has approved three of the four opt-outs you recommended, with the fourth awaiting BCC approval subject to resolving a technical issue that did not affect the other three.

It is an indisputable fact that the church's property has been devalued by the two regulations referenced above, and will not be able to recover their capital or fair market value until the land is free of the Sector Plan overlay and back into regular county resident zoning (LDR).

In consideration of equity and fair treatment, and consistence with your previous actions concerning identical issues, the First Baptist Church of Cottage Hill respectfully requests your approval of its opt-out application.

Sincerely,

Frank E. Westmark, Agent (pro bono)
The First Baptist Church of Cottage Hill, Inc.

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

MID-WEST ESCAMBIA COUNTYSECTOR PLAN OPT-OUT APPLICATION AND FUTURE LAND USE ASSIGNMENT
(Revised 6-30-2020)

INSTRUCTIONS

Please contact our office at (595-3475) to make an appointment with a Planner to personally discuss your site and prospective plans for it, and to review the application form with you to answer any questions you may have.

It is important for the application packet to be complete and on time in order to process and schedule your request for the required public hearing(s). The Planning Board holds public hearings once a month. Application closing dates for these hearings are provided in the attached schedule (Attachment A). In order for your application to move through the process in a timely manner, it is important for all items on the application to be completed. Incorrect or missing information could delay the hearing of your request. **NOTE:** The applicant, or his/her agent, must be present at the Planning Board meeting. It is also highly recommended that he or she be present at the subsequent Board of County Commissioners meeting.

An application is not considered complete until all of the items listed on the Application Checklist (attached herein) are received.

The Opt-Out application request and Future Land Use assignment is a concurrent two-step process: approval of the Opt-Out request will be required first; **the applicant will also request assignment of a Future Land Use category** to be consistent with the underlying zoning district for approval. Chapter 16, FLU 16.6.1.V of the Escambia County Comprehensive Plan provides guidelines for removing properties from an approved DSAP.

Please note the completion and notarized certification(s) required herein. The owner and/or agent acting in his/her behalf, must sign the certification(s) where indicated on the application. Signatures must be properly notarized. If an agent is handling the request, the owner must sign the application and submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf.

FEES: Application fees can be found on the Escambia County website: https://myescambia.com/our-services/development-services/planning-zoning/rezoning/planning-board

Please remember, the Planning Board meets only once a month. Applications received after the deadline for a particular meeting will not be heard until the following meeting.

NOTE: Whenever an applicant would like any County Staff member to appear and testify at a hearing other than the normal public hearings required to process your request, a minimum notification of 5-10 days to the individual staff member and the Development Services Department is required in advance of the hearing.

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

MID-WEST ESCACAMBIA COUNTY SECTOR PLAN OPT-OUT APPLICATION AND FUTURE LAND USE ASSIGNMENT

STAFF

APPLICATION

CHECKLIST

1. ✓ **Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).**
2. ✓ **Letter of request, including desired future land use category**
3. ✓ **Notarized Affidavit of Ownership and Authorization (form herein)**
4. ✓ **Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf**
5. ✓ **Concurrency Determination Acknowledgement (form herein)**
6. ✓ **Proof of Ownership (Copy of Warranty Deed or Tax Notice)**
   - Also need copy of Contract for Sale if the change of ownership has not yet been recorded.
7. ✓ **Street Map depicting general property location**
8. ____ **Legal Description of exact property area proposed for opt-out and a future land use map assignment request , including:**
   - ✓ **Street Address**
   - ✓ **Property Reference Number(s)**
   - ✓ **Boundary Survey**
   - ✓ **Total parcel acreage**
9. ____ **Opt-Out application and Future Land Use Assignment fee**

Staff must ensure that all of the information is complete and the required documents on the checklist are provided at the time of submittal. Do not accept incomplete or partial applications.

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

MID-WEST ESCAMBIA COUNTY SECTOR PLAN OPT-OUT APPLICATION AND FUTURE LAND USE MAP ASSIGNMENT

STAFF

(THIS SECTION FOR OFFICE USE ONLY):

Current DSAP Land Use: Con N **Requested FLU:** MU-S **Zoning:** LDR
Previous FLU:_____
Taken by: A.C.
Planning Board Public Hearing, date(s): 10/6/20
BCC Public Hearing, proposed date(s): 11/5/20
Fees Paid None required **Receipt #** 4100 **Date:** 8/20/20

APPLICANT

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: The First Baptist Church of Cottage Hill, Florida, Inc.
Address: 230 Williams Ditch Rd.
City: Cantonment State: FL Zip Code: 32533
Telephone: (850) 876-2006
Email: brecutler@aol.com (Bobby Cutler, Treasurer)

DESCRIPTION OF PROPERTY:

Street address: 1400 Highway 29 North
Proposed development (If any): No proposed development
Subdivision:
Property reference number(s) 03-1N-31-1302-000-001

Requested FLU designation MU-S
Size of Property (acres) 10.0453 Sewer ✓ Septic Tank____

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR OPT-OUT and FUTURE LAND USE ASSIGNMENT REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Alan Harp, Pastor — The First Baptist Church of Cottage Hill, Inc. — 08-10-2020
Signature (Property Owner) — Printed Name — Date

Frank E. Westmark — Frank E. Westmark — 8/10/20
Signature (Agent's Name — Printed Name — Date

1400 Hwy 29, N.
Address:

City: Cantonment State: FL Zip: 32533

Telephone (850) 876-2006 Fax # ( ) ____-____

Email: breCutler@aol.com

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 10th day of August, year of 2020 by , Alan Harp who ( ) did ( ) did not take an oath. He/she is ( ) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current Alan Harp's Drivers License as identification.

Taylor Barber — 08/10/2020 — Taylor Barber
Signature of Notary Public — Date — Printed Name of Notary

My Commission Expires 07/27/2021 Commission No. GG128828
(Notary seal must be affixed)

TAYLOR BARBER
MY COMMISSION # GG 128828
EXPIRES: July 27, 2021
Bonded Thru Notary Public Underwriters

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 1400 Hwy 29 N., Cantonment FL 32533 Pensacola, Florida, Property Reference Number(s) 03-1N-31-1302-000-001, I hereby designate Frank E. Westmark for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 10th day of August, the year of 2020, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

Alan Harp, Pastor — 08/10/2020 — The First Baptist Church of Cottage Hill, Inc.
Signature of Property Owner — Date — Printed Name of Property Owner

8/10/20 — Frank E. Westmark
Signature of Agent — Date — Printed Name of Agent

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 10th day of August, year of 2020, by means of ☑ physical presence or ☐ online notarization, this 10th day of Aug, 2020, produced current Drivers License as identification.

08/10/2020 — Taylor Barber
Signature of Notary Public — Date — Printed Name of Notary Public

Commission Number GG 128828 My Commission Expires 07/27/2021

(Notary seal must be affixed)

TAYLOR BARBER
MY COMMISSION # GG 128828
EXPIRES: July 27, 2021
Bonded Thru Notary Public Underwriters

APPLICANT

MID-WEST ESCAMBIA COUNTY SECTOR PLAN OPT-OUT AND FUTURE LAND USE MAP ASSIGNMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: There is no project.

Property reference #: 03-1N-31-1302-000-001

Project Address: 1400 Highway 29 N.

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 8th **DAY OF** August **, 20**20

Owner's signature **Owner's name (print)**

Frank E. Westmark

Agent's signature **Agent's name (print)**

APPLICANT ANALYSIS

DATA AND ANALYSIS REQUIREMENTS

As the approval of an Opt-Out request will trigger a Future Land Use assignment for the parcel, county staff will review the requested Future Land Use category by the applicant to ensure consistency with applicable regulations. The applicant's request for the Future Land Use category will be evaluated using the following criteria:

1. A comparative analysis of the impact of both the current and the proposed future land use categories. If a specific development is proposed, then **the applicant** must show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category

2. Proximity to and impact on the following:

   A. Wellheads (indicate distance and location to nearest wellhead)
   B. Historically significant sites available from the Florida Division of Historical Resources:
      R. A. Gray Building, 500 S. Bronough Street, Room 425, Tallahassee, FL 32399-0250
      sitefile@dos.myflorida.com Phone 850.245.6440
   C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)

3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein.

NOTE: Pages 111-162 of the adopted Escambia County Mid-West Sector Plan, Detailed Specific Area Plans (DSAP) contain a detailed analysis of public facilities produced using the DSAP land use plan and associated development program tables to calculate theoretical impacts. Included in this analysis were the full range of public facilities as defined by 163.3164, Florida Statutes, including transportation, potable water, sanitary sewer, solid waste, drainage, schools, and parks. Impacts were analyzed for both short-term (5-yr) and long-term (buildout) conditions

4. The parcel size in relation to the individual DSAP land use category and in relation to the overall Sector Plan, and the aggregate acreage of any granted opt-outs.

5. The existing transportation infrastructure and any effect the proposal may have on the capacity of that infrastructure.

6. The underlying existing zoning category and the compatibility with the surrounding DSAP land use designation.

7. The consistency of any requested FLU designation with underlying zoning.

8. The previous future land use designation.

During the processing of a Sector Plan opt-out request, to the extent possible, the staff analysis, the Planning Board and the Board shall consider whether the applicant lost development rights or was effectively down zoned as part of the Sector Plan adoption. The Board may take into consideration any other relevant factors in making its determination related to the request.

Recorded in Public Records 04/27/2006 at 10:43 AM OR Book 5892 Page 1183, Instrument #2006042163, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $1225.00

Prepared by:
John P. Daniel, Esq.
Destination Title Services, LLC
514 North Baylen Street
Pensacola, Florida 32501
File Number: 5965-45477

STATE OF FLORIDA
COUNTY OF ESCAMBIA

General Warranty Deed

THIS DEED IS made this 25th day of April, 2006, by **David A. Zaukelies and Maggie L. Zaukelies, husband and wife,** whose address is 810 Neal Road, Cantonment, Florida 32533 ("Grantor"), to **The First Baptist Church of Cottage Hill, Florida, Inc., a Florida not-for-profit corporation,** whose address is 230 Williams Ditch Road, Cantonment, Florida 32533 ("Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantee's heirs, successors and assigns, forever, all that certain land situate in Escambia County, Florida to-wit:

The Land is described as follows:
See Exhibit "A" attached

SAVE AND EXCEPT all oil, gas and mineral rights, which are hereby reserved by, to and for Grantor and Grantor's heirs, successors and assigns, but without right of entry upon the land hereby conveyed.

Subject to zoning restrictions and other requirements imposed by governmental authorities; recorded covenants, conditions and restrictions, if any; restrictions and other matters which appear on the recorded plat, if any, which includes the subject property; valid easements and mineral reservations of record affecting the subject property, which are not hereby reimposed; and ad valorem taxes for 2005 and thereafter.

This conveyance is further made subject to the following restrictions which are hereby imposed upon the land hereby conveyed:

(1) No intoxicating beverages shall be sold on or from the land hereby conveyed.

(2) No illegal activity shall be conducted on or from the land hereby conveyed.

(3) No activity shall be permitted on the land hereby conveyed which would produce noxious fumes, toxic substances or activities (other than construction activities and conventional church activities and recreation) that produce sounds greater than ninety (90) decibels for periods in excess of five (5) minutes continuous duration more than thirty-five (35) feet beyond the boundaries of the land hereby conveyed.

The foregoing restrictions shall be for the benefit of the remaining land of Grantor which is adjacent to the land hereby conveyed and shall run with the land.

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

To Have and to Hold the same in fee simple forever.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

And subject to the foregoing, Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as the context requires.

D.A.Z. M.L.Z.

DEED Individual Warranty Deed With Non-Homestead-Legal on Face
Closers' Choice

BK: 5892 PG: 1184

Prepared by:
John P. Daniel, Esq.
Destination Title Services, LLC
514 North Baylen Street
Pensacola, Florida 32501
File Number: 5965-45477

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name JOHN P. DANIEL

Witness Printed Name Colleen WRAGG

David A. Zaukelies (Seal)
David A. Zaukelies
Address: 810 Neal Road, Cantonment, Florida 32533

Maggie L. Zaukelies (Seal)
Maggie L. Zaukelies
Address:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of April, 2006, by David A. Zaukelies and Maggie L. Zaukelies, who are personally known to me or who have produced a current Florida Driver's License as identification.

Notary Public
Print Name:
My Commission Expires:

JOHN P. DANIEL
Notary Public-State of FL
Comm. Exp. Oct. 22, 2008
Comm. No. DD 340841

Parcel ID Number:

DEED Individual Warranty Deed With Non-Homestead-Legal on Face
Closers' Choice

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Reference:	031N311302000001
Account:	112526600
Owners:	FIRST BAPTIST CHURCH OF COTTAGE HILL FLORIDA INC
Mail:	230 WILLIAMS DITCH RD CANTONMENT, FL 32533
Situs:	1400 N HIGHWAY 29 32533
Use Code:	NON-AG ACREAGE
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$62,059	$0	$62,059	$62,059
2018	$62,059	$0	$62,059	$62,059
2017	$62,059	$0	$62,059	$62,059

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/2006	5892	1186	$100	WD	View Instr
04/2006	5892	1183	$175,000	WD	View Instr

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

2019 Certified Roll Exemptions

RELIGIOUS

Legal Description

BEG AT NW COR OF SE1/4 OF NW1/4 OF SEC PT ALSO BEING NE COR OF KNOLLWOOD S/D PB 7 P 90 S 87 DEG 19 MIN 39 SEC E...

Extra Features

None

Parcel Information

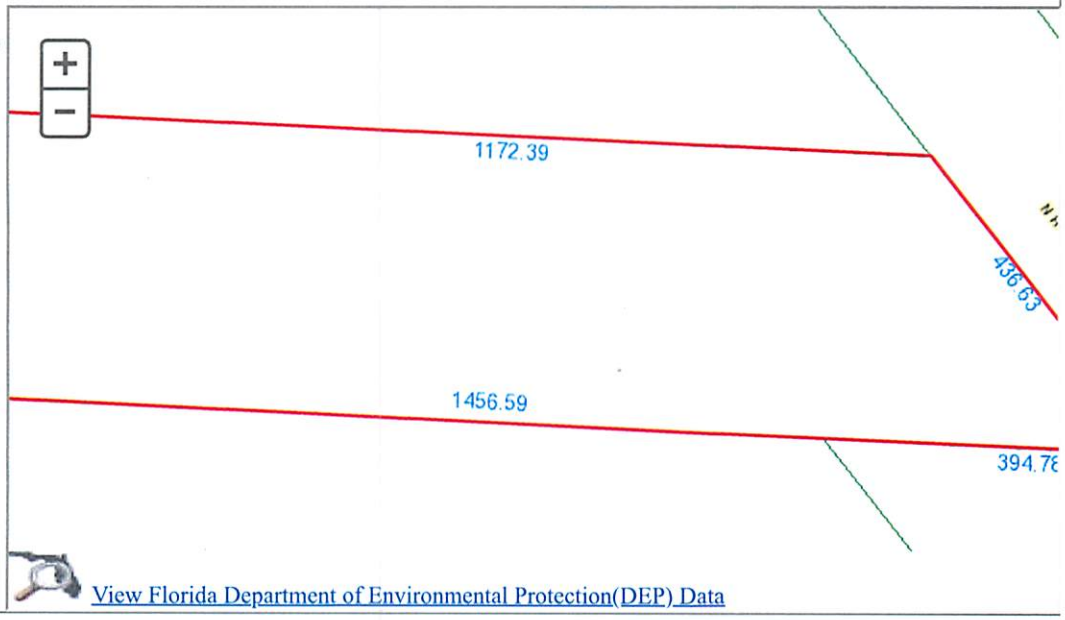
Launch Interactive Map

Section Map Id:
03-1N-31

Approx. Acreage:
10.0453

Zoned:
LDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

BK: 5892 PG: 1185 Last Page

EXHIBIT "A"

PROPERTY DESCRIPTION

PARCEL NO. 2

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 1 NORTH RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF KNOLLWOOD SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 90 OF THE PUBLIC RECORDS OF SAID COUNTY. THENCE SOUTH 87 DEGREES 19 MINUTES 39 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER FOR 909.77 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 20 SECONDS WEST FOR 331.71 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 39 SECONDS WEST FOR 909.77 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 02 DEGREES 43 MINUTES 20 SECONDS EAST ALONG SAID WEST LINE FOR 331.71 FEET TO THE POINT OF BEGINNING. CONTAINING 6.93 ACRES MORE OR LESS.

W.H.
M.Z.

Recorded in Public Records 04/27/2006 at 10:43 AM OR Book 5892 Page 1186, Instrument #2006042164, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $0.70

Prepared by:
John P. Daniel, Esq.
Destination Title Services, LLC
514 North Baylen Street
Pensacola, Florida 32501
File Number: 5965-45477

STATE OF FLORIDA
COUNTY OF ESCAMBIA

General Warranty Deed

THIS DEED IS made this 25th day of April, 2006, by **David A. Zaukelies and Maggie L. Zaukelies, husband and wife,** whose address is 810 Neal Road, Cantonment, Florida 32533 ("Grantor"), to **The First Baptist Church of Cottage Hill, Florida, Inc., a Florida not-for-profit corporation,** whose address is 230 Williams Ditch Road, Cantonment, Florida 32533 ("Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantee's heirs, successors and assigns, forever, all that certain land situate in Escambia County, Florida to-wit:

The Land is described as follows:
See Exhibit "A" attached

SAVE AND EXCEPT all oil, gas and mineral rights, which are hereby reserved by, to and for Grantor and Grantor's heirs, successors and assigns, but without right of entry upon the land hereby conveyed.

Subject to zoning restrictions and other requirements imposed by governmental authorities; recorded covenants, conditions and restrictions, if any; restrictions and other matters which appear on the recorded plat, if any, which includes the subject property; valid easements and mineral reservations of record affecting the subject property, which are not hereby reimposed; and ad valorem taxes for 2005 and thereafter.

This conveyance is further made subject to the following restrictions which are hereby imposed upon the land hereby conveyed:

(1) No intoxicating beverages shall be sold on or from the land hereby conveyed.

(2) No illegal activity shall be conducted on or from the land hereby conveyed.

(3) No activity shall be permitted on the land hereby conveyed which would produce noxious fumes, toxic substances or activities (other than construction activities and conventional church activities and recreation) that produce sounds greater than ninety (90) decibels for periods in excess of five (5) minutes continuous duration more than thirty-five (35) feet beyond the boundaries of the land hereby conveyed.

The foregoing restrictions shall be for the benefit of the remaining land of Grantor which is adjacent to the land hereby conveyed and shall run with the land.

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

To Have and to Hold the same in fee simple forever.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

And subject to the foregoing, Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as the context requires.

D. L. Z.
M. L. Z.

DEED Individual Warranty Deed With Non-Homestead-Legal on Face
Closers' Choice

BK: 5892 PG: 1187

Prepared by:
John P. Daniel, Esq.
Destination Title Services, LLC
514 North Baylen Street
Pensacola, Florida 32501
File Number: 5965-45477

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name John P. Daniel

Witness Printed Name Colleen Wragg

David A. Zaukelies (Seal)
Address: 810 Neal Road, Cantonment, Florida 32533

Maggie L. Zaukelies (Seal)
Address:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of April, 2006, by David A. Zaukelies and Maggie L. Zaukelies, who are personally known to me or who have produced a current Florida Drivers License as identification.

Notary Public
Print Name:
My Commission Expires:

JOHN P. DANIEL
Notary Public-State of FL
Comm. Exp. Oct. 22, 2008
Comm. No. DD 340841

Parcel ID Number:

DEED Individual Warranty Deed With Non-Homestead-Legal on Face
Closers' Choice

BK: 5892 PG: 1188 Last Page

EXHIBIT "A"

PROPERTY DESCRIPTION

PARCEL NO. 1

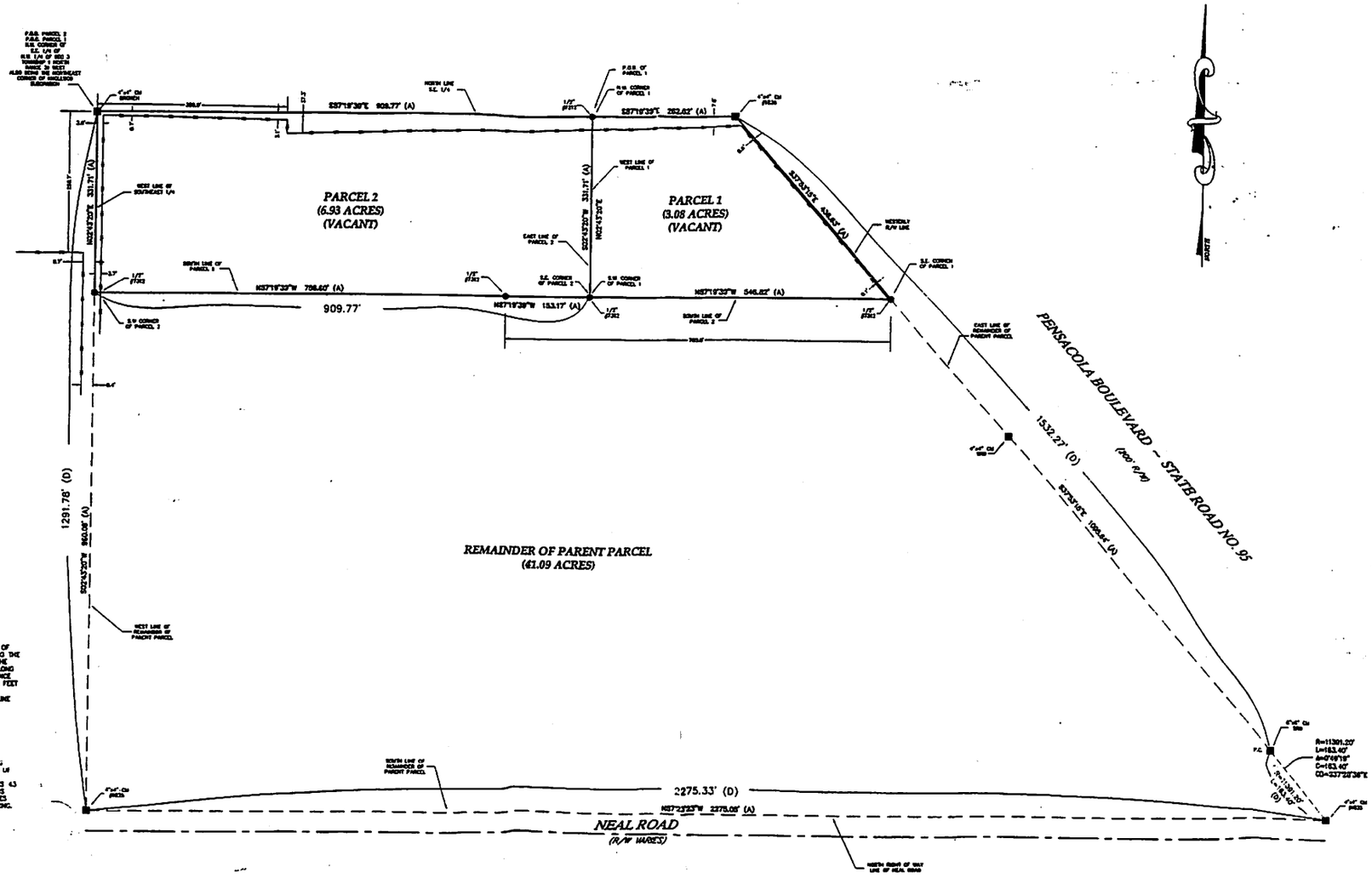
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 1 NORTH RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF KNOLLWOOD SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 90 OF THE PUBLIC RECORDS OF SAID COUNTY. THENCE SOUTH 87 DEGREES 19 MINUTES 39 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER FOR 909.77 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 87 DEGREES 19 MINUTES 39 SECONDS EAST ALONG SAID NORTH LINE FOR 262.62 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PENSACOLA BOULEVARD (STATE ROAD NO. 95-200'R/W); THENCE SOUTH 37 DEGREES 53 MINUTES 15 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 436.63 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 39 SECONDS WEST FOR 546.82 FEET; THENCE NORTH 02 DEGREES 43 MINUTES 20 SECONDS EAST FOR 331.71 FEET TO THE POINT OF BEGINNING. CONTAINING 3.08 ACRES MORE OR LESS.

M.J.

M.Z.

BOUNDARY SURVEY

A Portion Of Section 3, Township 1 North, Range 31 West,
County Of Escambia, State Of Florida



LEGEND

- —X—X— FENCE LINE
- — — — EASEMENT
- —·—·— SECTION LINE
- ——— QUARTER SECTION LINE
- - - - - RIGHT-OF-WAY
- ——— PROPERTY LINE
- R RECORDED
- P PLATTED
- M MEASURED
- (A) ACTUAL
- (D) DEED
- SRD STATE ROAD DEPARTMENT
- FOUND ALIQUOT CORNER AS DESCRIBED
- SET ALIQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET 1/2" REBAR WITH A YELLOW PLASTIC CAP STAMPED LB#7312
- CALCULATED POSITION

PROPERTY DESCRIPTION

PARCEL NO. 1

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 1 NORTH RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF KNOLLWOOD SUBDIVISION, AS RECORDED IN PLAT BOOK 7 AT PAGE 69 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 87 DEGREES 19 MINUTES 39 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER FOR 909.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87 DEGREES 19 MINUTES 39 SECONDS EAST ALONG SAID NORTH LINE FOR 282.62 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PENSACOLA BOULEVARD (STATE ROAD NO. 95-200'R/W); THENCE SOUTH 37 DEGREES 53 MINUTES 15 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 436.83 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 39 SECONDS WEST FOR 546.62 FEET; THENCE NORTH 02 DEGREES 43 MINUTES 20 SECONDS EAST FOR 331.71 FEET TO THE POINT OF BEGINNING. CONTAINING 3.08 ACRES MORE OR LESS.

PARCEL NO. 2

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 1 NORTH RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF KNOLLWOOD SUBDIVISION AS RECORDED IN PLAT BOOK 7 AT PAGE 69 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 87 DEGREES 19 MINUTES 39 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER FOR 909.77 FEET; THENCE SOUTH 02 DEGREES 43 MINUTES 20 SECONDS WEST FOR 331.71 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 39 SECONDS WEST FOR 909.77 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 02 DEGREES 43 MINUTES 20 SECONDS EAST ALONG SAID WEST LINE FOR 331.71 FEET TO THE POINT OF BEGINNING. CONTAINING 6.93 ACRES MORE OR LESS.

BASIS OF BEARINGS

Assuming the North line of the S.E. 1/4 of the N.W. 1/4 of Section 3, Township 1 North, Range 31 West, as bearing N87°19'39"W a distance of 909.77 feet with all other bearings contained herein relative thereto.

Source of information: Public records of Escambia County Florida. There may be additional restrictions, easements and/or right-of-ways that were not furnished to this firm, that may be found in the public records of said County. Footings, foundations or any other subsurface structures not located. No title work performed by this firm.

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATE

I hereby certify the survey shown hereon meets the minimum technical standards, set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida administrative Code, pursuant to Section 472.027, Florida Statutes.

Alan R. Walker II, P.S.M No. 5948
State of Florida

John C. Walters, R.L.S. No. 4063
State of Florida

SHEET 1 OF 1 SHEET

JOB NO 05-01-063 SCALE: 1"=100'
CAD FILE: PRELIM\SURVEY
REQUESTED BY: David Saunders
DATE OF SURVEY: 5/1/05
FIELD BOOK: 31 PAGE: 43-51
ENCROACHMENTS: AS SHOWN

REVISIONS: Revised Fence Location 6/1/05 DATE:

EMERALD COAST
ENGINEERING & SURVEYING, LLC
TELEPHONE NO. (850) 474-0313
FAX NO. (850) 474-0343
4400 BAYOU BOULEVARD, SUITE 42, PENSACOLA, FL 32503

Escambia County, FL - Address Search

1400 N HIGHWAY 29

Warning: This is not a survey

This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Administrative Report

Parcel Site Address:	1400 N HIGHWAY 29
Parcel Ref (link to Property Appraiser):	03-1N-31-1302-000-001
Tax Collector ID (link to Tax Collector):	112526600
Commission District:	5
Jurisdiction:	Unincorporated Escambia County
Subdivision:	None
Zip Code of Site Address:	32533 (Note: Must be verified with USPS)
Water Franchise:	COTTAGE HILL WATERWORKS, INC.
Elementary School Zone:	Jim Allen (Note: Must be verified with the ECSD)
Middle School Zone:	Ransom (Note: Must be verified with the ECSD)
High School Zone:	Tate (Note: Must be verified with the ECSD)
Voting Precinct:	36
Polling Place:	Quintette Community Center (Note: Must be verified with the ECSOE)
Mosquito Spray Area:	50

Emergency Management Report

Hurricane Evacuation Zone:	No
Special Flood Hazard Area:	X
DFIRM Panel:	12033C0240G
Base Flood Elevation:	Not Available
Wind Zone:	135
Fire District:	CANTONMENT - 4

Topographical Report

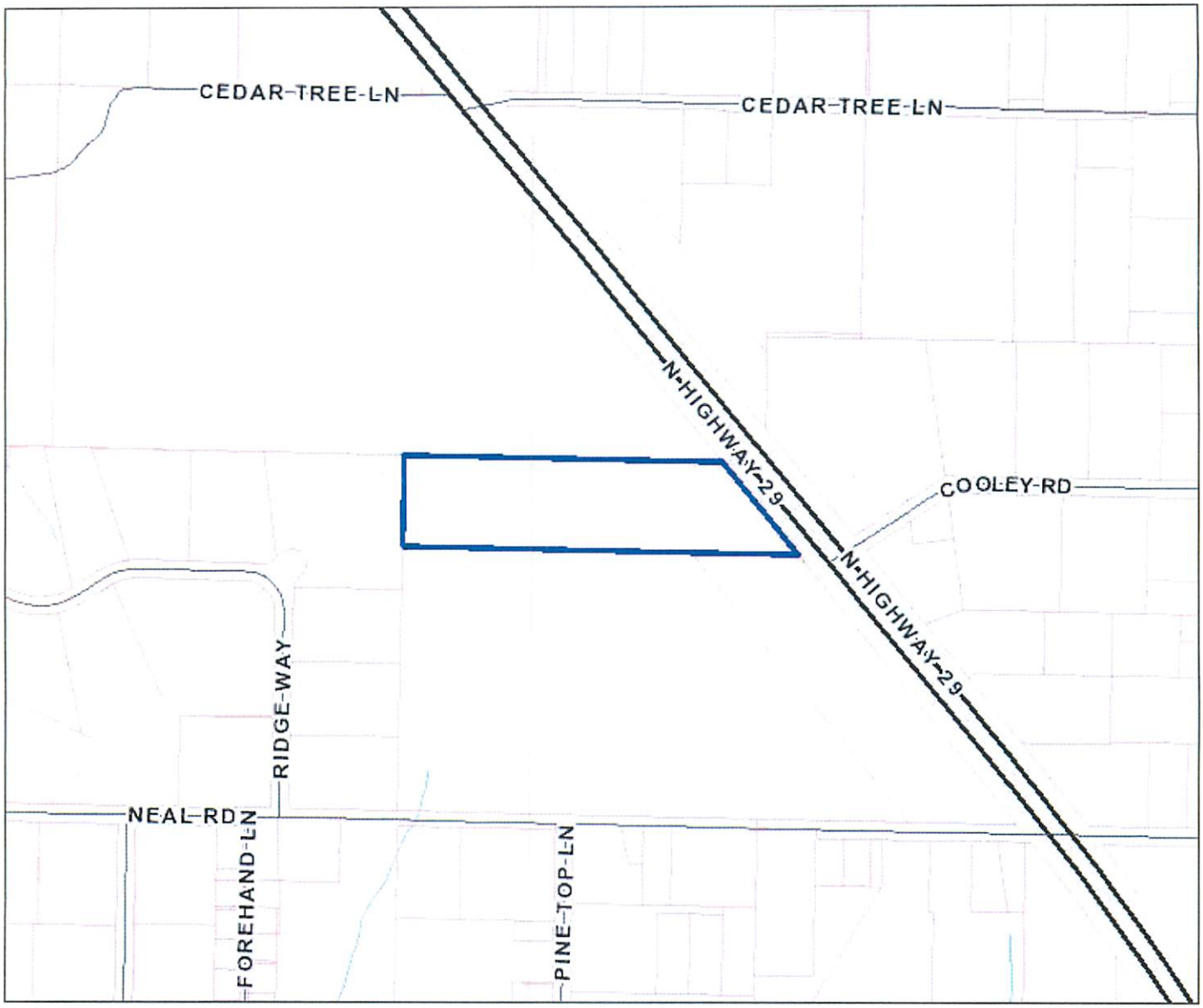
Wetlands Attribute (not an official wetland determination):	No
Soils Map Unit Name:	POARCH-TROUP-MUCKALEE COMPLEX, RAVINES, 1 TO 12 PERCENT SLOPES,BONIFAY LOAMY SAND, 0 TO 5 PERCENT SLOPES
Drainage Basin:	JACKS BRANCH
Drainage Basin Number:	XVI

Land Use Report

Zoning:	LDR
Future Land Use 2030:	MU-S
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No
Airfield Influence Planning District:	No
CRA District and Overlay District:	No
Accident Potential Zone Description:	No

Accident Potential Zone Restriction:	No
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	Conservation Neighborhood
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No

Parcel Map Image

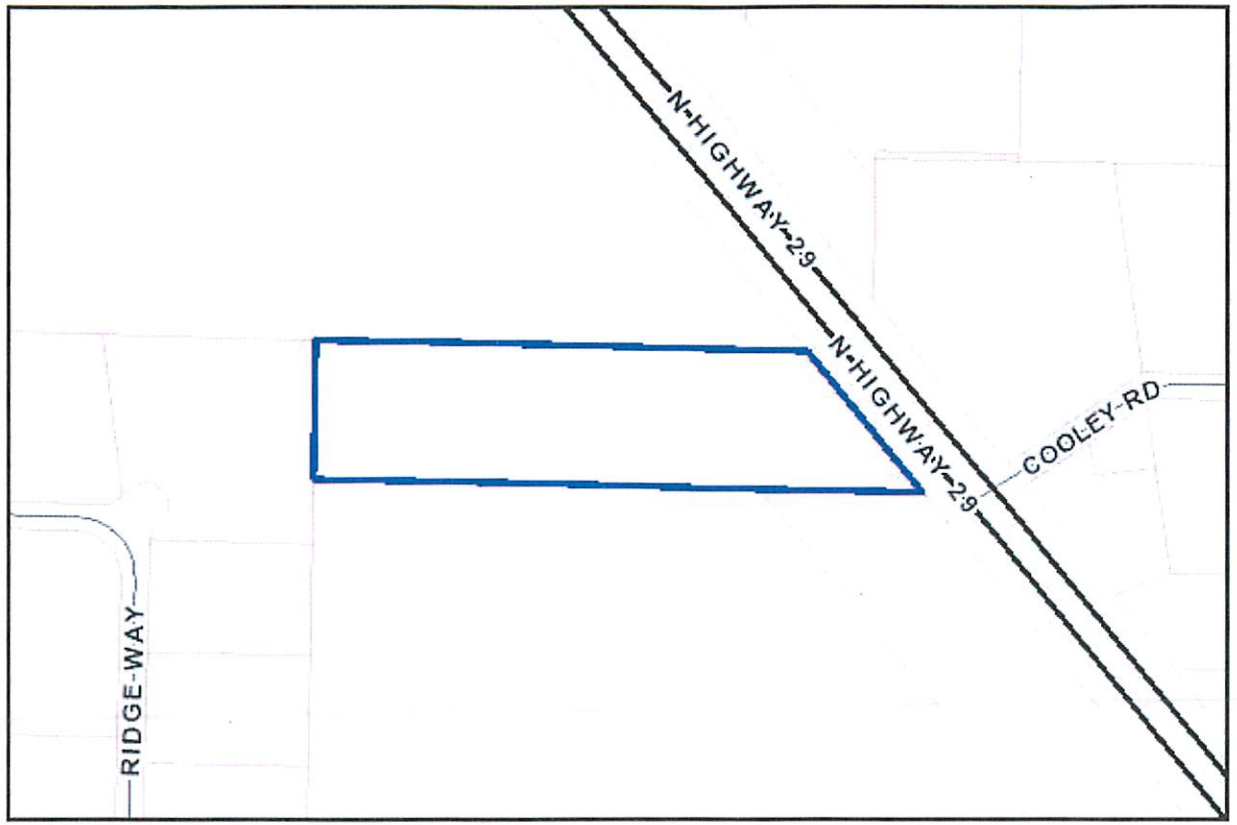

CEDAR-TREE-LN
CEDAR-TREE-LN
N-HIGHWAY-29
N-HIGHWAY-29
COOLEY-RD
RIDGE-WAY
NEAL-RD
FOREHAND-LN
PINE-TOP-LN

Escambia County, FL — Parcel Report — Tuesday, August 11, 2020

Reference
03-1N-31-1302-000-001

Owner Name
OF COTTAGE HILL FLORIDA INC

Owner Mailing Address
230 WILLIAMS DITCH RD
CANTONMENT, FL 32533

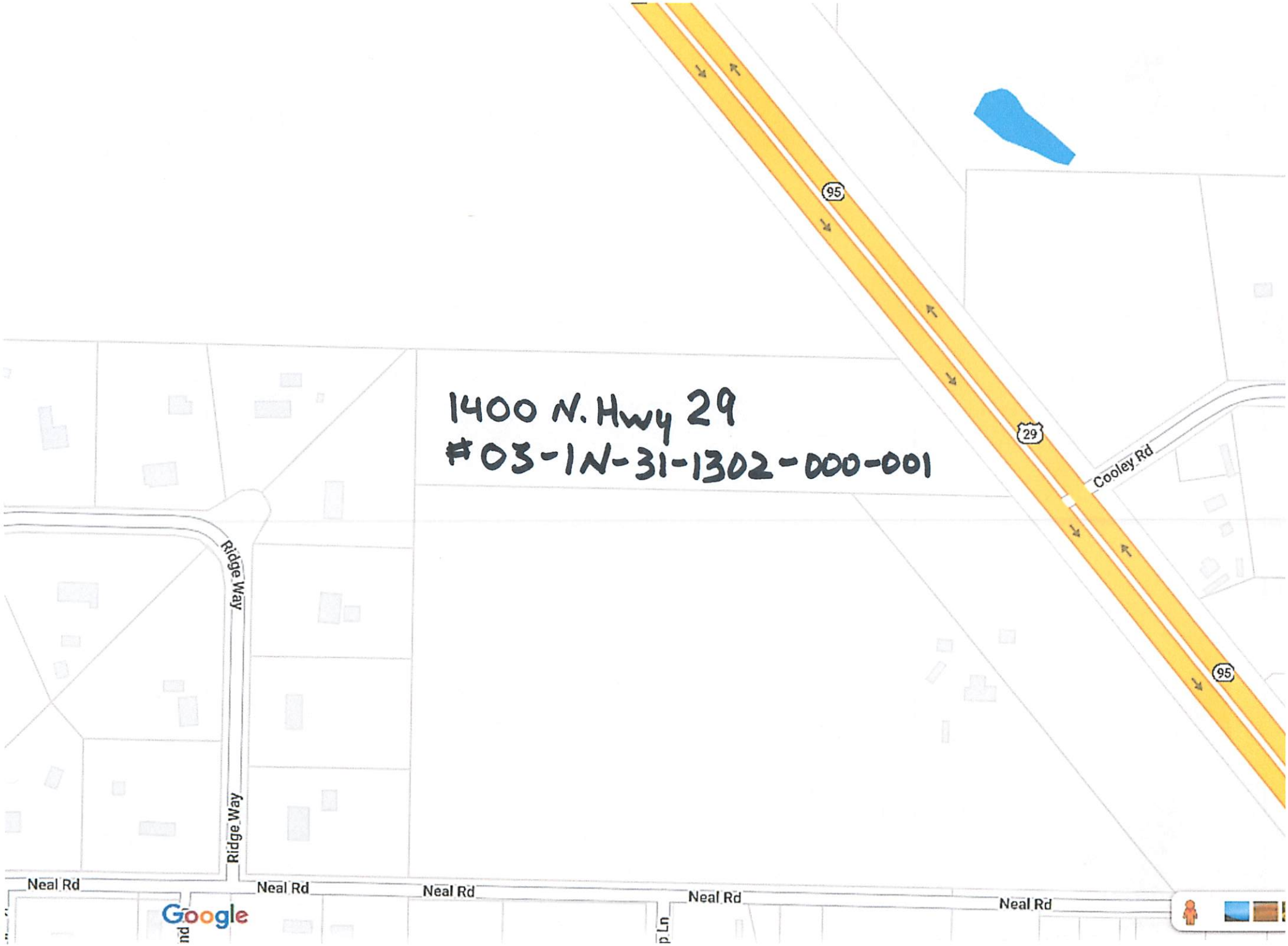


General Information

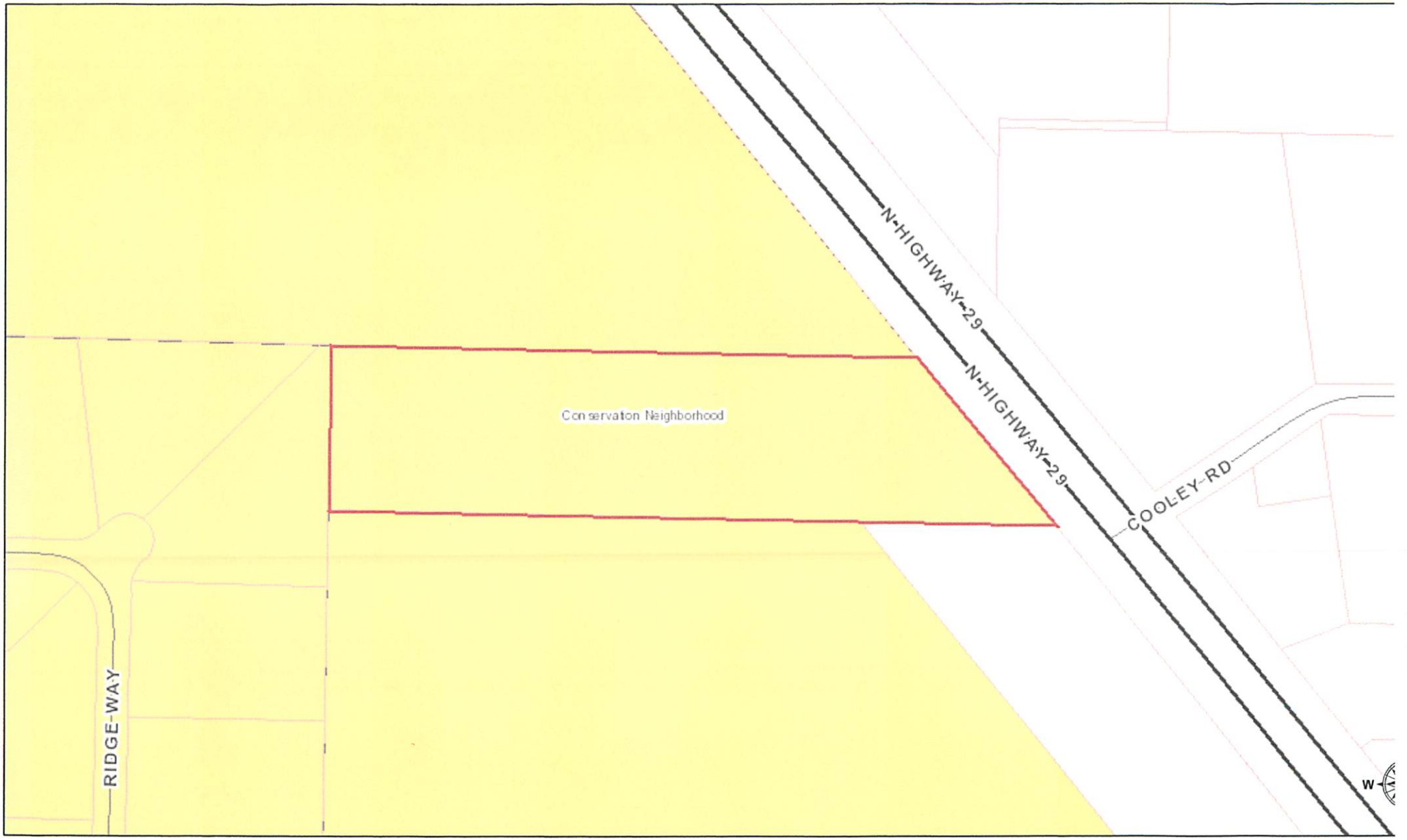
SITEADDR	1400 N HIGHWAY 29	**Subdivision**	
Link	http://www.escpa.org/cama/Detail_a.aspx?s=031N311302000001		

Escambia County
Geographic Information Systems (GIS)
3363 West Park Place
Pensacola, FL 32505

WARNING: THIS IS NOT A SURVEY.
This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The County and mapping company assume no legal responsibility for the information contained on this map.


1400 N. Hwy 29
#03-1N-31-1302-000-001
95
29
Cooley Rd
Ridge Way
Ridge Way
Neal Rd
Neal Rd
Neal Rd
Neal Rd
Neal Rd
Google

1400 N. Hwy. 29 DSAP-CONSERVATION NEIGHBORHOOD



August 20, 2020

polygonLayer **Streets**

Override 1

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

Parcels

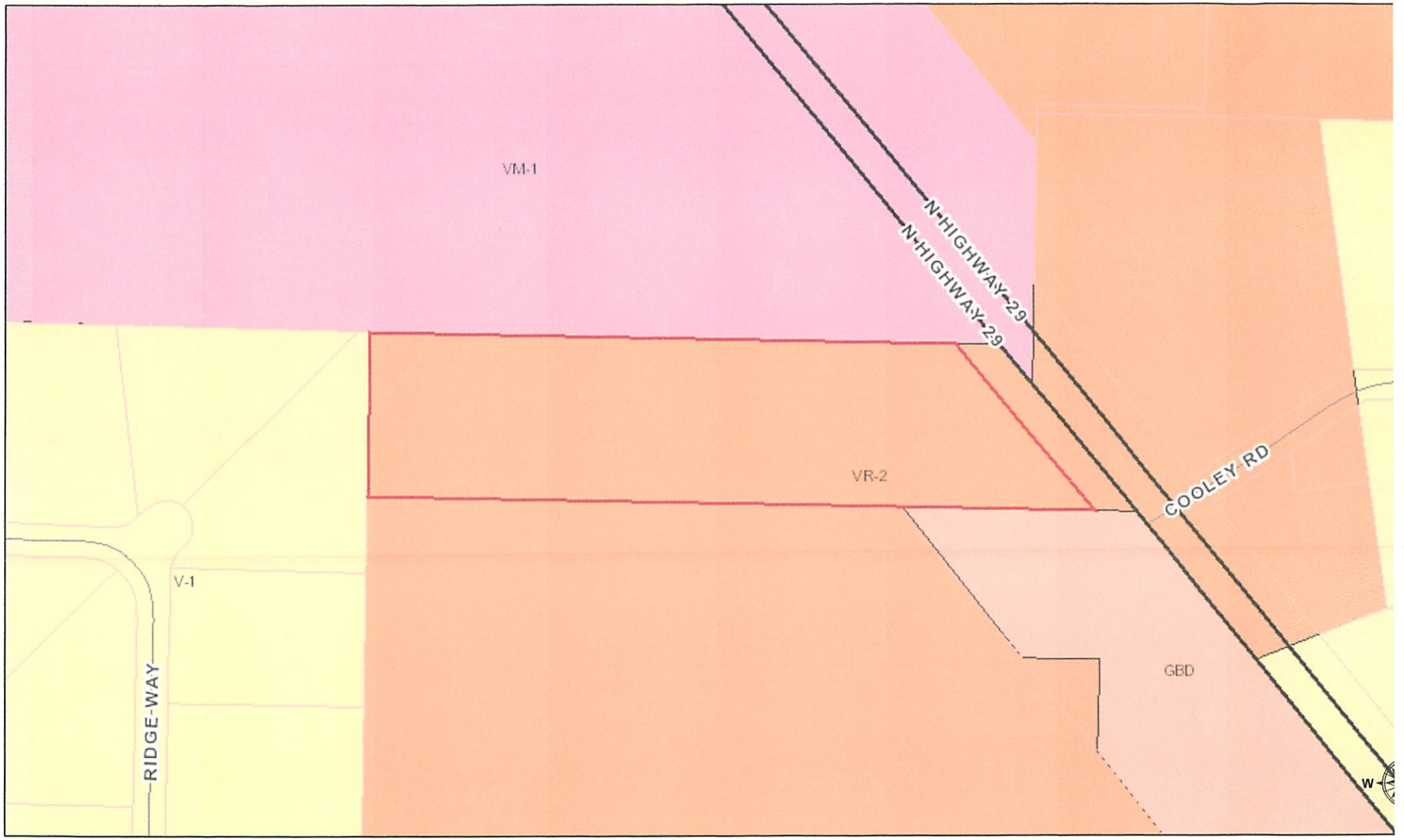
1:3,726

0 0.03 0.06 0.12 m

0 0.05 0.1 0.2 k

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NI Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), OpenStreetMap contributors, and the GIS User Community

1400 N. Hwy. 29 ZONING BEFORE 2015 LDC REVISION



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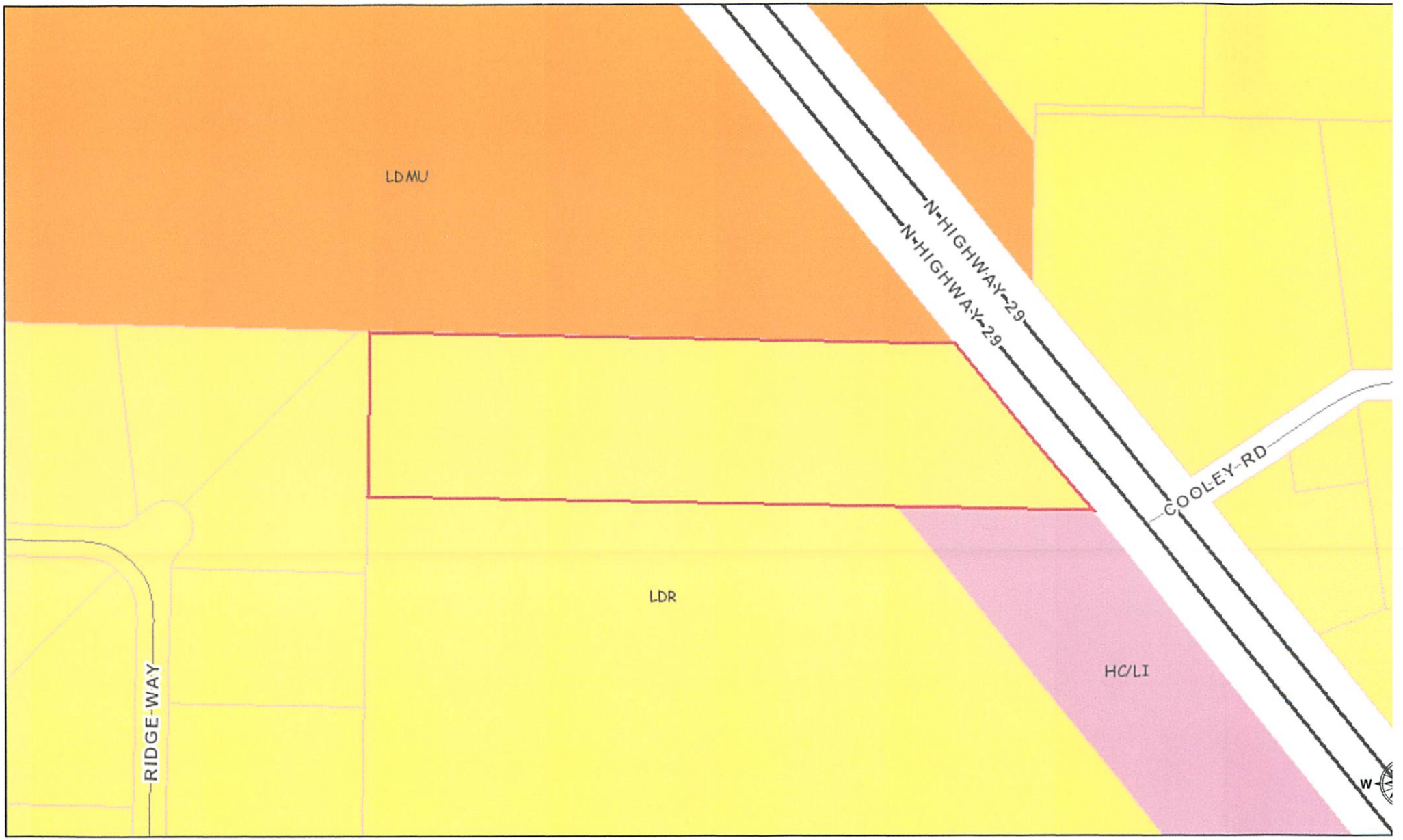
1400 N. Hwy. 29 ZONING



August 20, 2020

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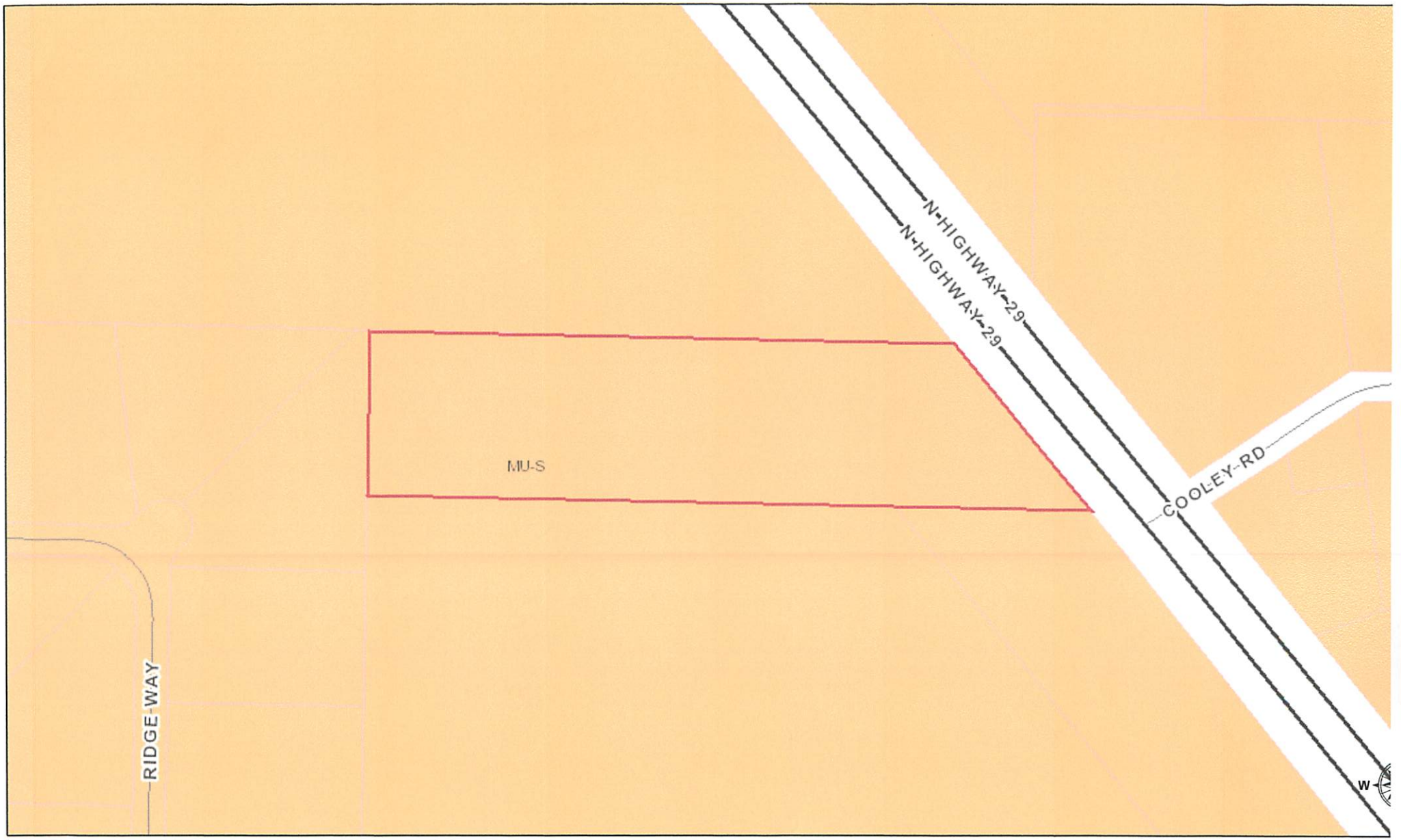
1400 N. Hwy. 29 PREVIOUS FLU



August 20, 2020

polygonLayer **Streets**

Override 1

PRINCIPAL ARTERIAL

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Parcels

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The First Baptist Church of Cottage Hill, Florida, Inc.
Address of property applying to withdraw from the Mid-West Escambia County Sector Plan: 1400 N. Hwy. 29
Parcel Number: 03-1N-31-1302-000-001

Applicant's Data and Analysis

As the approval of an Opt-Out request will trigger a Future Land Use assignment for the parcel, county staff will review the requested Future Land Use category by the applicant to ensure consistency with applicable regulations. The applicant's request for the Future Land Use category will be evaluated using the following criteria:

Explanatory note from Applicant: For clarity and easier reading, the County's language from page 7 of the Opt-Out application dated 06-30-2020 is repeated here in black ink, italicized. Applicant's responses are in dark blue ink. We recognize this application is a work in progress and applaud the improvements that have been made thus far.

1. ***A comparative analysis of the impact of both the current and the proposed future land use categories. If a specific development is proposed, then the applicant must show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category***

APPLICANT'S RESPONSE.

1.The current Future Land Use (FLU) is Conservation Neighborhood, in the Jack's Branch Detailed Specific Area Plan (DSAP). The proposed FLU of MU-S is the only one consistent with the applicant's existing low density residential (LDR). (See attached Exhibit A, DSAP Conservation Neighborhood Guidelines, and Exhibit B, Escambia County Comprehensive Plan 2030, Chapter 7 Future Land Use Element, FLUM Mixed-Use Suburban (MU-S).

2. There is no development project proposed.

3. The current FLU, which is the Sector Plan overlay on the applicant's approximately ten-acre parcel, is Conservation Neighborhood. It allows a maximum density of 3 DU/AC, or 30 dwelling units total. The proposed FLU

of MU-S, has a range of densities, from 3 DU/AC to a maximum of 25 DU/AC.

4. The underlying existing zoning on the church's parcel, LDR, would allow a maximum density of 4 DU/AC.

5.Other relevant criteria of the Conservation Neighborhood FLU included in Section 3.03(D)(F):

(a) The 50% "taking" rule: "At least fifty (50) percent of the gross land area of the proposed subdivision shall be designated as undivided, permanently protected open space, managed for either agriculture or conservation purpose, and on which the underlying development rights of the open space have been severed through a legal instrument that runs with the land." (De facto taking of private property for public use without compensation in violation of constitutional and statutory protection.)

(b) Mandatory clustering with required open space design: "Development shall be arranged in compact, neighborhood clusters. Sites may contain multiple neighborhood clusters provided they are separated by open space." (Another de facto taking, although non-specific and varying depending upon open space required by design.)

(c) Contiguous: "Open space should be contiguous to greenways, trails, public parks or other open spaces on adjoining parcels in order to promote the creation of larger, interconnected open space system." (Not possible to achieve with more than 1,500 individual parcels mostly developed before the Sector Plan was approved in 2011.)

(d) Landowners in the Sector Plan (either the Jack's Branch or the Muscogee DSAP) are **not** permitted to apply for rezoning of their property.

6. Other relevant criteria of Escambia County FLU MU-S:

(a) According to the county's Comprehensive Plan, MU-S is "intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses." The range of allowable uses includes: "residential, retail sales and services, professional office, recreational facilities, public and civic, limited agriculture."

(b) Current underlying zoning of the subject property is LDR. The maximum number of dwelling units allowed in LDR with MU-S is 4 DU/AC.

(c) Property owners with land outside the Sector Plan may apply for rezoning to a higher density within the MU-S FLU with a reasonable expectation of approval, subject to compatibility with surrounding properties and zonings.

7. Withdrawing from the Sector Plan will result in the applicant's underlying LDR becoming its *effective* zoning within MU-S FLU with a maximum density of 4 DU/AC.

2. ***Proximity to and impact on the following:***

APPLICANT'S REPONSE:

A. Wellheads: Escambia County GIS map of nearest wellheads. The subject parcel is not located in a wellhead protection area. (See Exhibit C.)

B. Historically significant sites: Letter from Eman M. Vovsi, Ph.D., Sr. Data Base Analyst, Florida Master Site File. No cultural resources are recorded at the subject site. (See Exhibit D.)

C. Natural Resources: Escambia County GIS map layer showing no wetlands on the subject property. (See Exhibit E.)

Other map amendment criteria:

While not specifically requested in the application since there is no project proposed for the subject parcel, applicant notes there are additional standard map amendment criteria not otherwise addressed in the application. See LDC, Section 2-7.4(1). They are herein addressed:

(1)Stormwater Management: Escambia County's Land Development Code, Section 5-4, enumerates established development standards to properly manage stormwater runoff. Section 5-4.2(a), Stormwater Impact Review, requires review and approval for any land use or development activity that "may alter or disrupt existing stormwater runoff patterns and conditions." While there is no development proposed at this time, all applicable LDC regulations will apply at such time a plan is submitted. (See Exhibit H.)

(2) Recreation and Open Space: The ten-acre subject parcel at 1400 N. Highway 29, has a number of recreation opportunities nearby. It is located near the Cantonment Youth Athletic Park, the Quintette Community Center and Athletic Park, and the Carver Park Resource Center. (See Exhibit I.)

(**3**) Schools: The subject parcel address is served by Jim Allen Elementary School, Ransom Middle School, and Tate High School. The 30 DU/AC maximum allowed by the Sector Plan's Conservation Neighborhood district vs. the 40 DU/AC maximum allowed by regular county LDR is a difference of ten homes, the impact of which on school capacity would be minimal. Nonetheless, any future proposed project would be required to go through development services' normal evaluation processes. (See Exhibit J.)

3. ***An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein:***

APPLICANT'S REPONSE:

Escambia County has an established opt-out procedure for withdrawing from its Sector Plan real property owned by aggrieved owners whose land was downzoned, improperly zoned, burdened by excessive regulations, or otherwise devalued.

The procedure was put in place as required by Florida Statutes 163.3245(8), which was passed into law after the Escambia County Comprehensive Plan was adopted in 2011. The statute requires that "an owner may withdraw his or her property from the Sector Plan master plan with the approval of local government (BCC) by plan amendment adopted and reviewed (at the state level) pursuant to Florida Statute 163.3184."

The county's opt-out procedure was properly incorporated into the land development code and is fully consistent with the provisions of the comprehensive plan.

NOTE: Pages 111-162 of the adopted Escambia County Mid-West Sector Plan, Detailed Specific Area Plans (DSAP) contain a detailed analysis of public facilities produced using the DSAP land use plan and associated development program tables to calculate theoretical impacts. Included in this analysis were the full range of public facilities as defined by 163.3164, Florida Statutes, including transportation, potable water, sanitary sewer, solid waste, drainage, schools, and parks. Impacts were analyzed for both short-term (5-yr) and long-term (buildout) conditions.

Note from Applicant: In consideration of the complexity and magnitude of the data and analysis referred to in this application, applicant includes by reference the entirety of the Sector Plan document and its DSAPs, including all data and analysis generated to support the above-stated documents, all of which were approved by the BCC and reviewed by the Florida Department of Economic Opportunity and other state agencies prior to adoption.

4. ***The parcel size in relation to the individual DSAP land use category and in relation to the overall Sector Plan, and the aggregate acreage of any granted opt-outs.***

APPLICANT'S REPONSE:

The parcel size is 10.0453 acres. The total number of acres in the Jack's Branch DSAP, Conservation Neighborhood land use, is 2,565.6. The parcel represents .0039% of that total. The total number of acres in the Sector Plan is 14,991.33 and the subject parcel represents .0007% of that total. The aggregate acreage of any granted opt-outs is 8.67 acres.

Note Three additional opt-outs have been approved by the Planning Board, and the Board of County Commissioners, with no objection from DEO. However, the county's ordinances relating to these opt-outs have been challenged by Jacqueline Rogers, Theresa Blackwell, and William Beech in Florida Division of Administrative Hearings (DOAH) Case Number 20-003015GM. A fourth opt-out approved by the Planning Board remains pending before the BCC subject to resolution of a technical issue.

5. ***The existing transportation infrastructure and any effect the proposal may have on the capacity of that infrastructure.***

APPLICANT'S REPONSE:

Applicant's parcel has 436.63 feet fronting U. S. Highway 29, which is maintained by the Florida Department of Transportation. See Exhibit F, section of U.S. Highway 29. A change from the currently allowed 3 DU/AC (Sector Plan DSAP-Conservation Neighborhood) to 4 DU/AC (underlying county LDR zoning) would not impact Highway 29.

6. ***The underlying existing zoning category and the compatibility with the surrounding DSAP land use designation.***

APPLICANT'S REPONSE:

The underlying zoning category for the subject parcel is Low Density Residential (LDR). Land to the west of this parcel is a low-density residential subdivision with large lots which was fully developed many years before the Sector Plan was adopted. That subdivision, while fully developed, is in the Conservation Neighborhood. Land to the north of the subject parcel has underlying county zoning of LDMU but is in the Conservation Neighborhood

district. To the east, across Highway 29, the zoning is LDR, and to the south, one parcel is county HCLI and another is Conservation Neighborhood with underlying LDR. Altogether, there is a mix of low density residential and HCLI surrounding the subject parcel. The underlying existing zoning of LDR is compatible with the existing neighborhood.

7. ***The consistency of any requested FLU designation with underlying zoning.***

APPLICANT'S REPONSE:

A FLU assignment of MU-S is consistent with LDR zoning. See Exhibit G, Escambia County Land Development Code, low density residential (LDR).

8. ***The previous future land use designation.***

APPLICANT'S REPONSE:

The previous future land use designation was MU-S.

9. ***During the processing of a Sector Plan opt-out request, to the extent possible, the staff analysis, the Planning Board and the Board shall consider whether the applicant lost development rights or was effectively down zoned as part of the Sector Plan adoption. The Board may take into consideration any other relevant factors in making its determination related to the request.***

Development Rights vs. Value: Comparative Analysis

It is not clear whether the First Baptist Church property was downzoned or upzoned by the Sector Plan Conservation Neighborhood district overlay at the time it was approved in 2011.

The term "development rights" appears to be a staff synonym for "density." Assuming that is correct, development rights/density was increased. However, increased density in the Conservation Neighborhood district does not translate into increased value. Generally, the reverse is true.

The church's VR-2 zoning with MU-6 FLU on its 10.05 acres would have allowed 14 dwelling units. The Conservation Neighborhood allows 30 dwelling units. But the 50 percent rule in the Conservation Neighborhood takes away half the church's property. As a practical matter, 30 single family dwelling units (6du/ac) cannot be physically located on five acres. Twenty units (4du/ac) is the maximum achievable density, especially with the

mandatory clustering and required open space that could take away some of the remaining five acres without compensation. Hence, at least 10 dwelling units of the increased allowable density are worthless.

The question comes down to what is the most valuable in the current market: 14 half-acre- plus lots worth about $60,000 each ($840,000 total), or 20 smaller lots worth $40,000 each ($800,000 total). The fact is that given the high cost of land and development in today's market, neither of these hypothetical projects would be feasible.

Here is reality: (1) Prior to the adoption of the Sector Plan in 2011, the church had the right to apply for R1 or other residential zoning allowing four dwelling units per acre, or 40 total such as LDR with reasonable assurance of approval. The Sector Plan took away the church's right to even apply.

(2) If the Sector Plan had not been approved, the Land Development Code 2015 revision would have applied, and the church's zoning and future land use today would be LDR and MU-S, respectively, with a maximum of 40 subdivision lots allowed on the 10.05 acre tract (4 du/ac). The actual value of 40 dwelling units on the tract at $40,000 each would change the equation to $1,600,000.

In that scenario, a development company would pay the church an estimated current market value of approximately $300,000 for its property. As things stand, however, the church has been unable to find a buyer in four years that would pay something close to its purchase price of $175,000 in 2006 due to the Sector Plan encumbrances devaluing its property. Likely buyers of the church's property (development companies) will not pay full price for half value or less if they cannot develop it for a profit.

Therefore, private property owners like the church are forced to take up to a 50 percent loss or more on their land with no administrative right to relief except opting out of the Sector Plan. And that basic unfairness is real, not hypothetical.

Conservation Neighborhoods

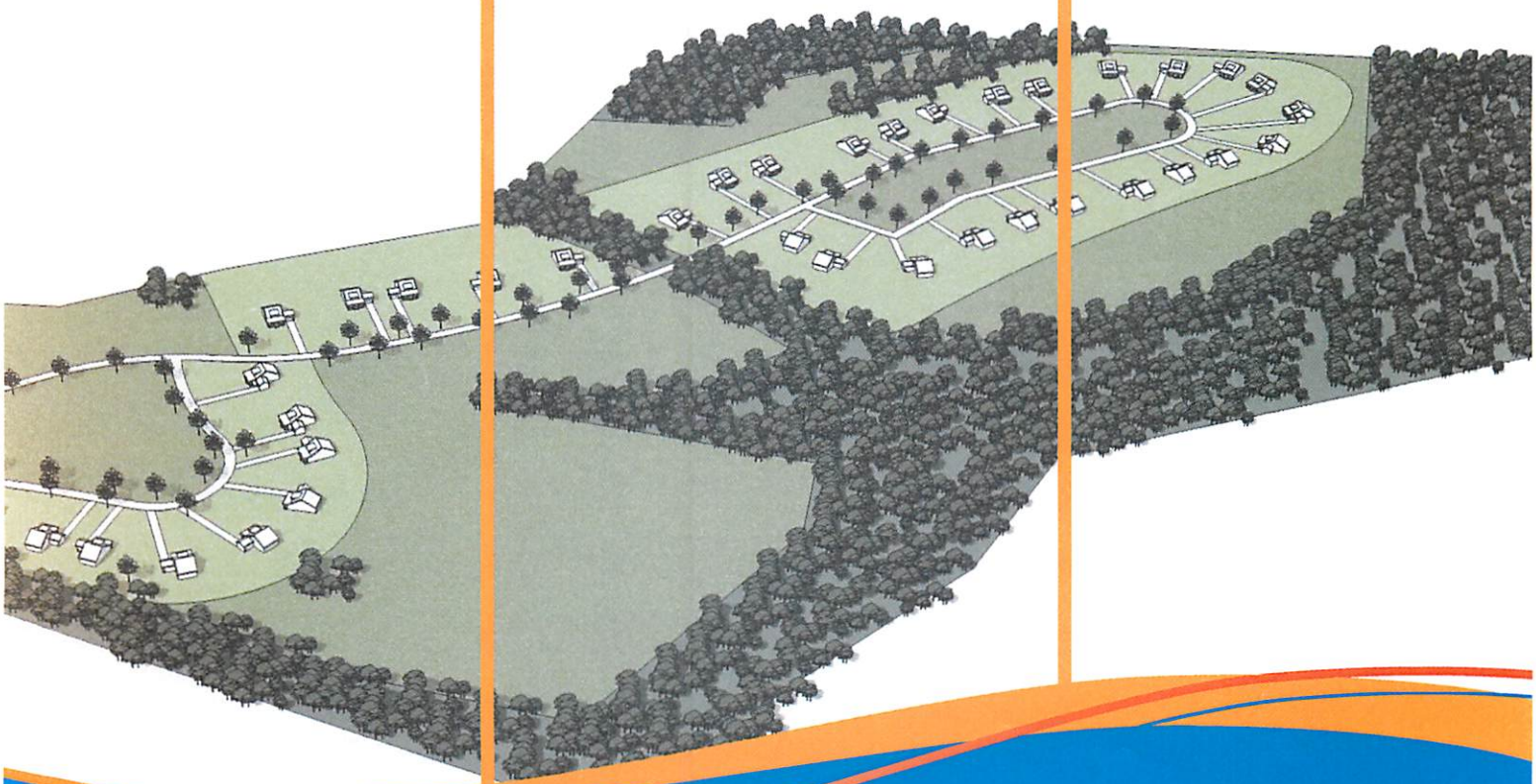
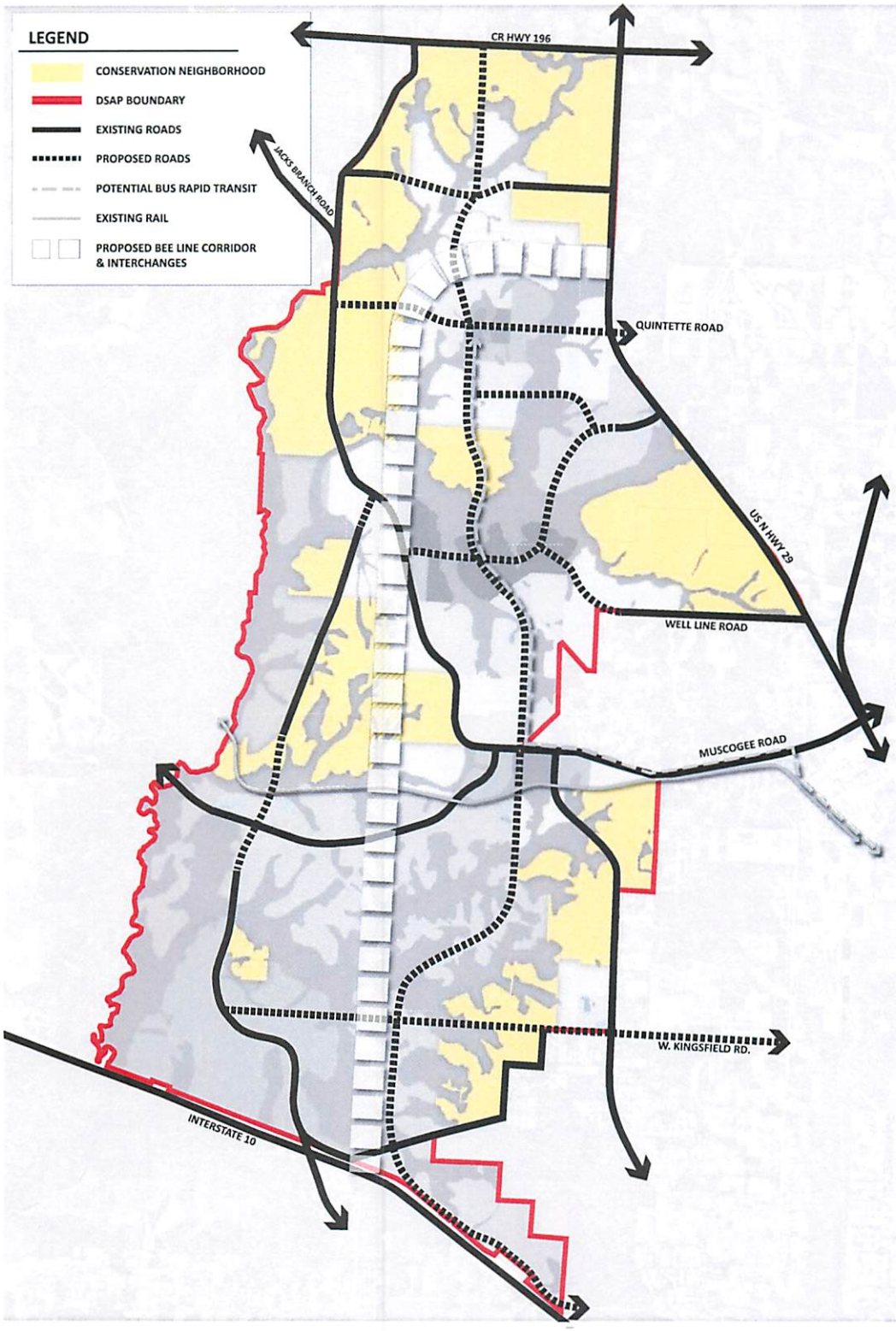


EXHIBIT A



Conservation Neighborhoods

Section 3.03 Conservation Neighborhood Guidelines

A. General Description

Conservation Neighborhoods are located greater than ½ mile from Town, Village and Neighborhood Centers and are typically located in more rural areas of the DSAP. They are subdivisions of clustered, single-family dwellings intended to:

- *Establish a more efficient use of land and infrastructure, thereby reducing costs to taxpayers, residents and developers.*
- *Offer landowners alternatives to conventional, large-lot development and incentivize the conservation of natural resources.*
- *Create usable and accessible open space for use by neighborhood residents.*
- *Contribute to an overall, interconnected open space system which links individual neighborhoods to parks and other publicly owned lands.*



B. Corresponding Escambia County Zoning District

(1) VAG-1, VR-1, R-1, V-1, V-2, V-2A, V-5, SDD

C. Permitted Uses

(1) Detached housing as well as those uses listed in the specific zoning category, schools, civic use, open space and parks.

D. Density

(1) Minimum Density: none

(2) Maximum Density: 3 DU/ Net Acre

E. Development Pattern and Design

(1) The developed area of the subject site shall not exceed fifty (50) percent of the gross land area of the site.

(2) Development shall be arranged in compact, neighborhood clusters.

(3) Sites may contain multiple neighborhood clusters provided they are separated by open space.



Conventional Development



Cluster Development

F. Open Space

(1) At least fifty (50) percent of the gross land area of the proposed subdivision shall be designated as undivided, permanently protected open space, managed for either agriculture or conservation purposes, and on which the underlying development rights of the open space have been severed through a legal instrument that runs with the land.

(2) Open space shall be arranged to preserve the function and integrity of on-site natural resources.

(3) Open space shall consist of ~~Primary and Secondary Conservation Areas, Improved Common Open Space, and/or Active Agricultural Areas~~ one or more of the following:

(a) Primary Conservation Areas – wetlands, watercourses, waterbodies and associated buffers, and lands conserved for the protection of flora, fauna and habitat. Such lands shall be managed as natural open space and maintained in a natural or restored condition.

(b) Secondary Conservation Area – other selected areas which contain attractive spaces that are unique to the character of the site.

(c) Improved Common Open Space – open space set aside for ~~passive~~ recreational purposes. These areas may contain accessory buildings and improvements necessary and appropriate for recreational and/ or public uses.

(d) Active Agricultural Areas – improved land used for bona fide agriculture uses subject to Best Management Practices of the Florida Department of Agriculture and Consumer Services including structures and facilities to support bona fide agricultural uses.

(4) Up to ½ of the required open space area may include stormwater facilities provided such facilities are designed as a community amenity.

(5) Open space should be contiguous to greenways, trails, public parks or other open spaces on adjoining parcels in order to promote the creation of larger, interconnected open space system.

(6) Required open space should be encouraged to have access from the subject sites buildable area, except areas that contain bona fide agricultural activities.

G. Streets

(1) Refer to Section 7 for typical cross sections for Conservation Neighborhoods.

(2) Roadways should be designed according to best engineering practices and encouraged to follow existing contours to minimize the extent of cuts and fills.

ESCAMBIA COUNTY
COMPREHENSIVE PLAN

2030

8/2019*

EXHIBIT B

FLUM Agriculture (AG)

General Description: Intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services.

Range of Allowable Uses:

Agriculture, silviculture, residential, recreational, public and civic, limited ancillary or supportive, commercial.

Standards:
Residential Maximum Density: 1 du/20 acres
Non-Residential: Minimum Intensity: None.
Maximum Intensity: 0.25 Floor Area Ratio (FAR).

FLUM Rural Community (RC)

General Description: Intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County.

Range of Allowable Uses:

Agriculture, silviculture, residential, recreational facilities, public and civic, compact traditional neighborhood supportive commercial.

Standards:
Residential Maximum Density: 2 du/acre
Non-Residential Minimum Intensity: None
Maximum Intensity: 0.25 Floor Area Ratio (FAR)

FLUM Mixed-Use Suburban (MU-S)

General Description: Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.

Range of Allowable Uses: Residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture.

Standards:

Residential Maximum Density: 25 du/acre
Non-Residential Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:

a) Residential 8% to 25%
b) Public/Rec/Inst. 5% to 20%
c) Non-Residential:
Retail Service-30% to 50%
Office-25% to 50%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:

a) Residential 70% to 85%
b) Public/Rec/Inst. 10% to 25%
c) Non-Residential 5% to 10%

FLUM Mixed-Use Urban (MU-U)

General Description: Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

Range of Allowable Uses:
Residential, retail and services, professional office, light industrial, recreational facilities, public and civic, limited agriculture.

Standards:
Residential Maximum Density: 25 du/acre
Non-Residential Minimum Intensity: 0.25 Floor Area Ration (FAR)
Maximum Intensity: 2.0 Floor Area Ratio (FAR)

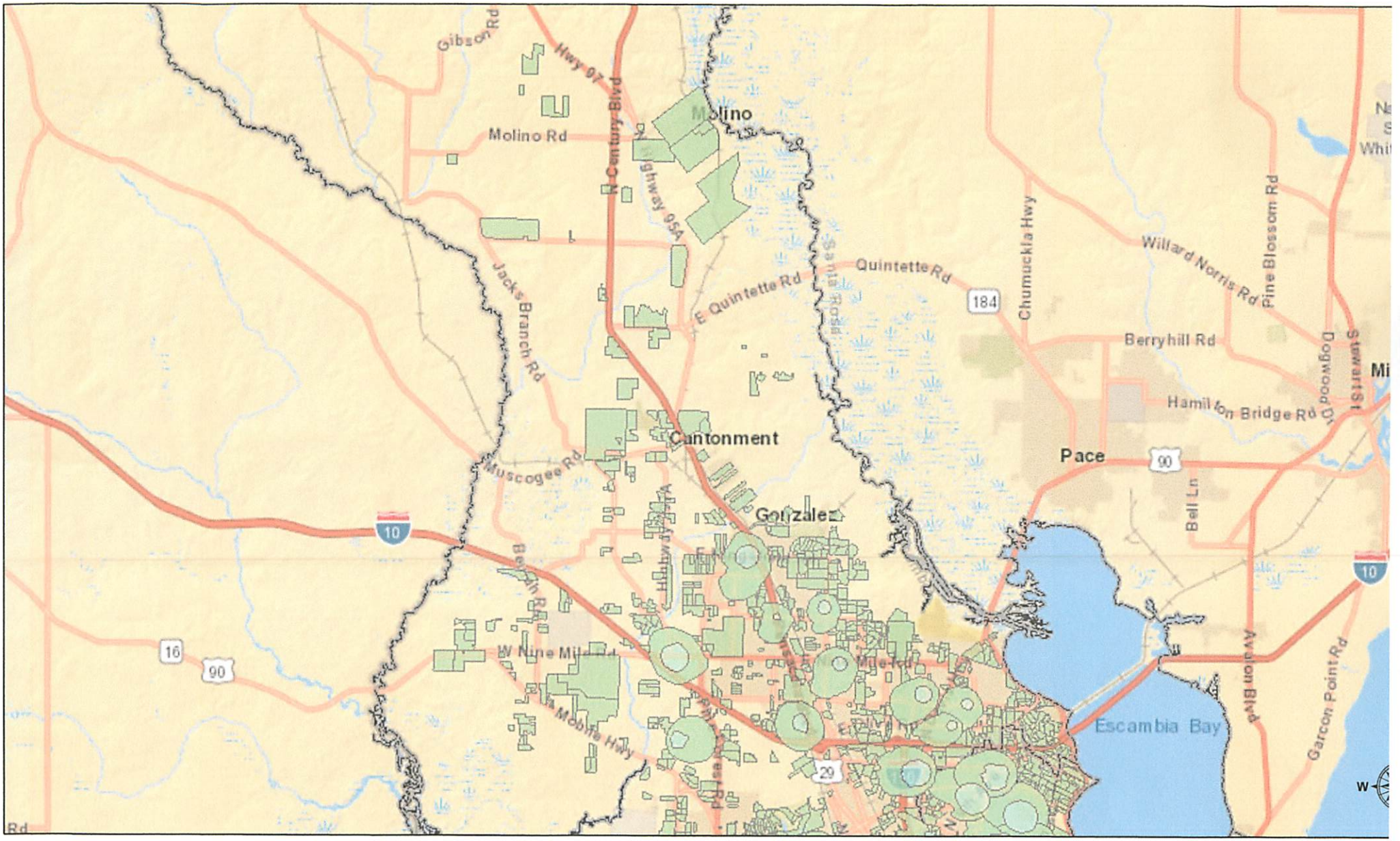
Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways or transit corridors by 2030:

a) Residential 8% to 25%
b) Public/Rec/Inst. 5% to 20%
c) Non-Residential:
Retail/Service 30% to 50%
Office 25% to 50%
Light Industrial 5% to 10%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:

a) Residential 70% to 85%
b) Public/Rec/Inst. 10% to 25%
c) Non-Residential 5% to 10%

1400 N. Hwy 29 - nearest wellheads



August 17, 2020

- Well Head Protection Area - 7 Year
- Well Head Protection Area - 20 Year
- County Outline
- Subdivisions

1:238,484

0 2 4 8 m

0 3.25 6.5 13

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NI Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), OpenStreetMap contributors, and the GIS User Community

EXHIBIT C

STOP **This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com for project review information.**

August 18, 2020

Florida Master Site File

Elizabeth J. Westmark
E-mail: ejwestmark@gmail.com

In response to your request of August 18, 2020, the Florida Master Site File lists no cultural resources recorded at **1400 N. Hwy. 29**, Cantonment, FL 32533

When interpreting the results of this search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

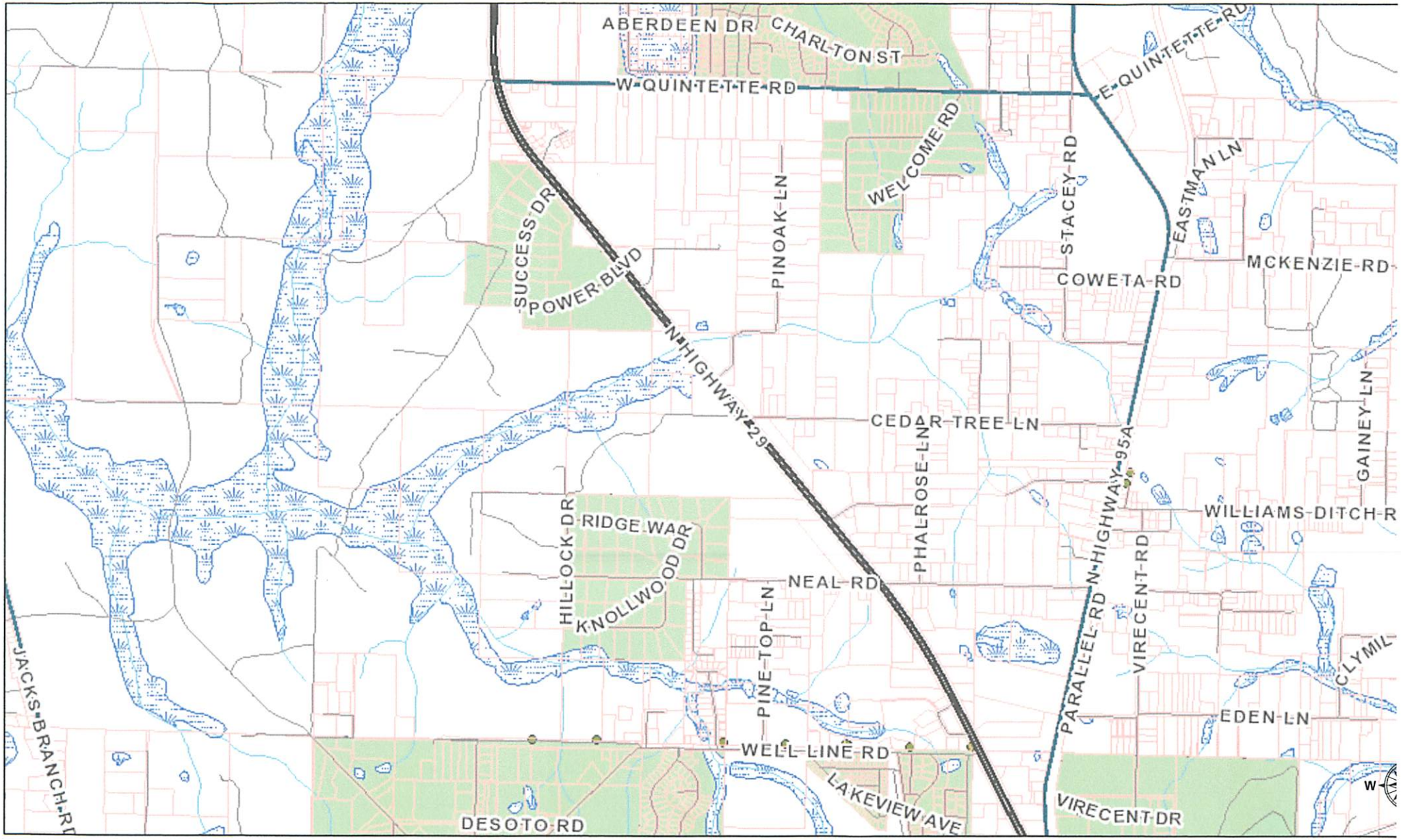
Kind Regards,

Eman M. Vovsi

Eman M. Vovsi, Ph.D.
Sr. Data Base Analyst
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com

EXHIBIT D

1400 N. Hwy 29 - no wetlands



August 17, 2020

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels
- Rivers, Creeks, and Streams
- Well Head Protection Area Wells
- Well Head Protection Area - 7 Year

1:29,810

0 0.25 0.5 1 m

0 0.4 0.8 1.6 k

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NI Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), OpenStreetMap contributors, and the GIS User Community

EXHIBIT E

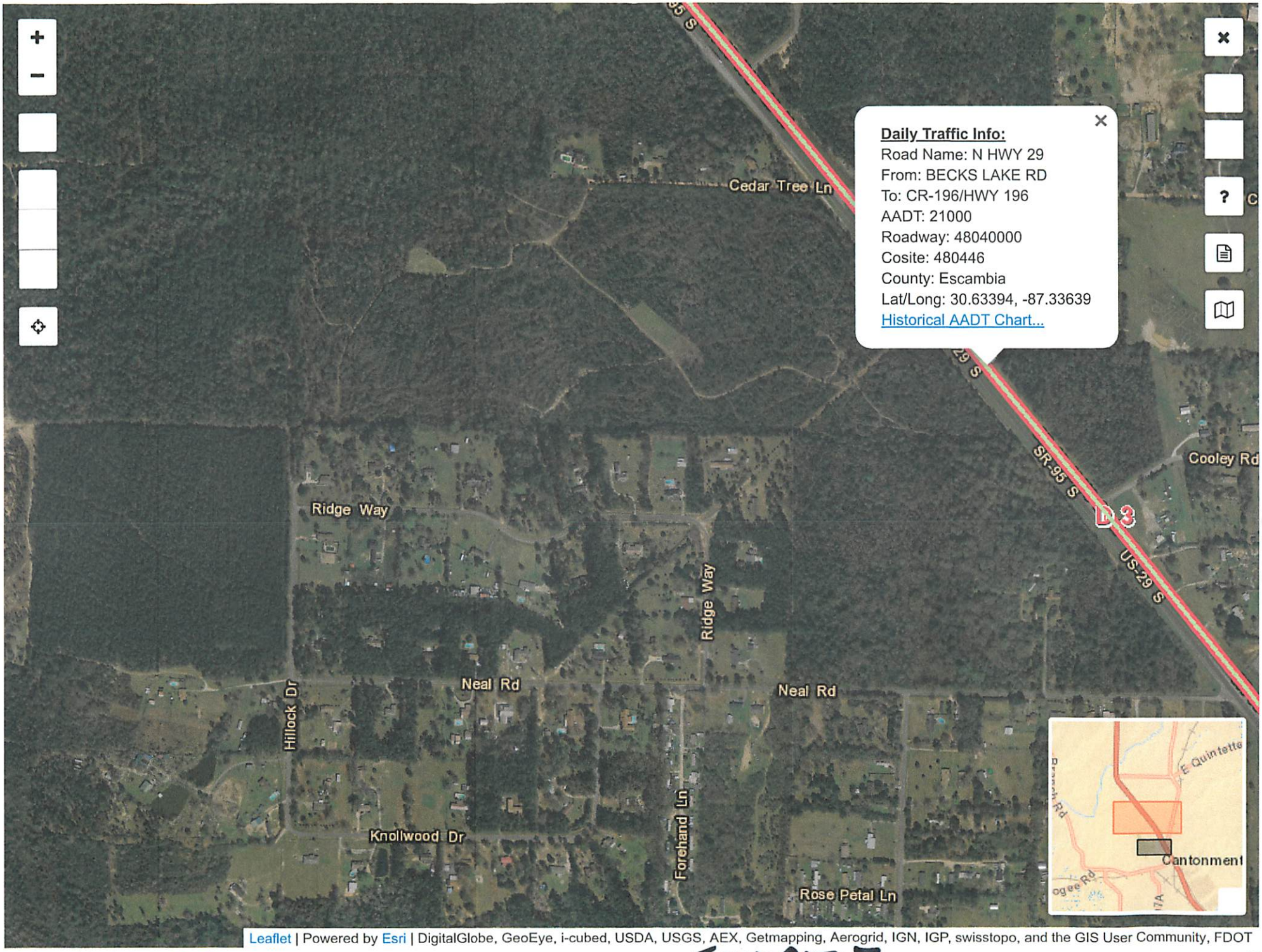

Daily Traffic Info:
Road Name: N HWY 29
From: BECKS LAKE RD
To: CR-196/HWY 196
AADT: 21000
Roadway: 48040000
Cosite: 480446
County: Escambia
Lat/Long: 30.63394, -87.33639
Historical AADT Chart...
Cedar Tree Ln
SR-95 S
US-29 S
Cooley Rd
Ridge Way
Ridge Way
Neal Rd
Neal Rd
Hillock Dr
Knollwood Dr
Forehand Ln
Rose Petal Ln
E Quintette
Cantonment
Leaflet | Powered by Esri | DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, FDOT

EXHIBIT F

Sec. 3-2.5 - Low density residential district (LDR).

(a) *Purpose.* The low density residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the rural residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.

(b) *Permitted uses.* Permitted uses within the LDR district are limited to the following:

(1) *Residential.*

a. Manufactured (mobile) homes only within existing manufactured home parks or subdivisions, or on land zoned SDD prior to adoption of LDR zoning. No new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots two acres or larger. Attached single-family dwellings and zero lot line subdivision only on land zoned V-5 or SDD prior to adoption of LDR zoning.

c. Two-family dwellings and multifamily dwellings up to four units per dwelling (triplex and quadruplex) only on land zoned V-5 or SDD prior to adoption of LDR zoning.

See also conditional uses in this district.

(2) *Retail sales.* No retail sales.

(3) *Retail services.* No retail services.

(4) *Public and civic.*

a. Cemeteries, family only.

b. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) *Recreation and entertainment.*

a. Marinas, private only.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

EXHIBIT 6 (includes all zoning Categories in MU-S)

(6) *Industrial and related.* No industrial or related uses.

(7) *Agricultural and related.* On land not zoned SDD prior to adoption of LDR zoning, agricultural production and storage is limited to food primarily for personal consumption by the producer. The following additional agricultural uses are allowed on lands zoned SDD prior to LDR zoning:

a. Agriculture, but no farm animals except horses and other domesticated equines kept on site, and stables for such animals, accessory to a private residential use with a minimum lot area of two acres and a maximum of one animal per acre.

b. Aquaculture, marine or freshwater.

c. Produce display and sales of fruit, vegetables and similar agricultural products.

d. Silviculture.

See also conditional uses in this district.

(8) *Other uses.* [Reserved.]

(c) *Conditional uses.* Through the conditional use process prescribed in chapter 2, the BOA may conditionally allow the following uses within the LDR district:

(1) *Residential.*

a. Accessory dwellings on lots less than two acres.

b. Home occupations with non-resident employees.

(2) *Public and civic.*

a. Clubs, civic and fraternal.

b. Educational facilities, excluding preschools or kindergartens independent of other elementary grades.

c. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

d. Offices for government agencies or public utilities, small scale (gross floor area 6,000 square feet or less per lot).

e. Places of worship.

f. Public utility structures exceeding the district structure height limit, excluding telecommunications towers.

(3) *Recreation and entertainment.*

a. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

b. Parks with permanent restrooms or outdoor event lighting.

(4) *Agricultural and related.* Horses and other domesticated equines kept on site, and stables for such animals, as a private residential accessory not among the permitted

uses of the district, or for public riding on land zoned SDD prior to adoption of LDR zoning. A minimum lot area of two acres if accessory to a private residential use and a minimum ten acres if for public riding, with a maximum of one animal per acre for either use.

(d) *Site and building requirements.* The following site and building requirements apply to uses within the LDR district:

(1) *Density.* A maximum density of four dwelling units per acre.

(2) *Floor area ratio.* A maximum floor area ratio of 1.0 for all uses.

(3) *Structure height.* A maximum structure height of 45 feet. See height definition.

(4) *Lot area.* No minimum lot area unless prescribed by use.

(5) *Lot width.* For a new lot with a majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is 60 feet at the right-of-way.

(6) *Lot coverage.* Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) *Structure setbacks.* For all principal structures, minimum setbacks are:

a. *Front and rear.* Twenty-five feet in the front and rear.

b. *Sides.* On each side, five feet or ten percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

(8) *Other requirements.*

a. *Horse shelters.* Stables or other structures for sheltering horses or other domesticated equines shall be at least 50 feet from any property line and at least 130 feet from any dwelling on the property of another landowner.

b. *Chapters 4 and 5.* Refer to chapters 4 and 5 for additional development regulations and standards.

(e) *Location criteria.* All nonresidential uses within the LDR district shall be located to avoid nuisance, hazard and other adverse impacts to surrounding residential uses.

(f) *Rezoning to LDR.* Low density residential zoning may be established only within the mixed-use suburban (MU-S) future land use category. The district is suitable for suburban areas with or without central water and sewer. The district is appropriate to provide transitions between areas zoned or used for rural residential or rural mixed-use and areas zoned or used for low density mixed-use or medium density residential.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015; Ord. No. 2015-32, § 1, 8-20-2015; Ord. No. 2015-44, § 1, 10-8-2015; Ord. No. 2015-51, § 1, 11-5-2015; Ord. No. 2016-31, § 1, 8-4-2016; Ord. No. 2016-42, § 1, 12-8-2016; Ord. No. 2017-20, § 1, 4-6-2017; Ord. No. 2019-18, § 3, 4-4-2019)

Sec. 3-2.6 - Low density mixed-use district (LDMU).

(a) *Purpose.* The low density mixed-use (LDMU) district establishes appropriate areas and land use regulations for a complementary mix of low density residential uses and compatible nonresidential uses within mostly suburban areas. The primary intent of the district is to provide for a mix of neighborhood-scale retail sales, services and professional offices with greater dwelling unit density and diversity than the low density residential district. Additionally, the LDMU district is intended to rely on a pattern of well-connected streets and provide for the separation of suburban uses from more dense and intense urban uses. Residential uses within the district include most forms of single-family, two-family and multifamily dwellings.

(b) *Permitted uses.* Permitted uses within the LDMU district are limited to the following:

(1) *Residential.*

a. Manufactured (mobile) homes within manufactured home parks or subdivisions, including new or expanded manufactured home parks and subdivisions.

b. Single-family dwellings (other than manufactured homes), attached or detached, including townhouses and zero lot line subdivisions.

c. Two-family dwellings (duplex) and multifamily dwellings up to four units per building (triplex and quadruplex).

See also conditional uses in this district.

(2) *Retail sales.* Small-scale (gross floor area 6000 sq. ft. or less per lot) retail sales, or retail sales within a neighborhood retail center no greater than 35,000 square feet per lot and containing a mix of retail sales and services. Retail sales including, medical marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor or motor vehicles, and exclude permanent outdoor storage, display, or sales.

See also conditional uses in this district.

(3) *Retail services.* Small-scale (gross floor area 6,000 square feet or less per lot) retail services, or retail services within a neighborhood retail center no greater than 35,000 square feet per lot and containing a mix of retail sales and services. Retail services are limited to the following with no outdoor work or permanent outdoor storage:

a. Bed and breakfast inns.

b. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners, and tattoo parlors.

c. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

d. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, but excluding major motor vehicle or boat service or repair.

e. Restaurants, including on-premises consumption of alcohol, but excluding drive-in or drive-through service.

See also conditional uses in this district.

(4) *Public and civic.*

a. Cemeteries, including family cemeteries.

b. Educational facilities, including preschools, K-12, colleges, and vocational schools.

c. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

d. Funeral establishments.

e. Offices for government agencies or public utilities, small scale (gross floor area 6,000 square feet or less

per lot).

f. Places of worship.

g. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) *Recreation and entertainment.*

a. Marinas, private only.

b. Parks without permanent restrooms or outdoor event lighting.

(6) *Industrial and related.* No industrial or related uses.

(7) *Agricultural and related.* Veterinary clinics, excluding outside kennels. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals.

(8) *Other uses.* [Reserved.]

(c) *Conditional uses.* Through the conditional use process prescribed in chapter 2, the BOA may conditionally allow the following uses within the LDMU district:

(1) *Residential.*

a. Group living, including nursing homes, assisted living facilities, dormitories and residential facilities providing substance abuse treatment and post-incarceration reentry.

b. Manufactured (mobile) homes outside manufactured home parks or subdivisions.

(2) *Retail sales.*

a. Liquor sales.

b. Medium-scale (gross floor area greater than 6,000 square feet per lot, but no greater than 35,000 square feet) retail sales, excluding sales of motor vehicles and excluding permanent outdoor storage, sales, or display.

(3) *Retail services.*

a. Medium-scale (gross floor area greater than 6,000 square feet per lot, but no greater than 35,000 square feet) retail services, excluding outdoor work and permanent outdoor storage.

b. Restaurants with drive-in or drive-through service.

(4) *Public and civic.*

a. Clubs, civic and fraternal.

b. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

c. Offices for government agencies or public utilities, with gross floor area greater than 6,000 square feet.

d. Public utility structures exceeding the district structure height limit, and telecommunications towers of any height, excluding any industrial uses.

e. Warehousing or maintenance facilities for government agencies or public utilities.

(5) *Recreation and entertainment.*

a. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

b. Parks with permanent restrooms or outdoor event lighting.

(6) *Other uses.* Self-storage facilities with a maximum lot area of one acre and no vehicle rental or outdoor storage.

(d) *Site and building requirements.* The following site and building requirements apply to uses within the LDMU district:

(1) *Density.* A maximum density of seven dwelling units per acre regardless of the future land use category.

(2) *Floor area ratio.* A maximum floor area ratio of 1.0 within the MU-S future land use category and 2.0 within MU-U

(3) *Structure height.* A maximum structure height of 45 feet. See height definition.

(4) *Lot area.* No minimum lot area unless prescribed by use.

(5) *Lot width.* For a new lot with a majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. *Single-family detached.* Forty feet at the street right-of-way for single-family detached dwellings.

b. *Two-family.* Eighty feet at the street right-of-way for two-family dwellings.

c. *Multi-family and other.* Eighty feet at the street right-of-way for multi-family dwellings and townhouse groups. No minimum lot width required by zoning for other uses.

(6) *Lot coverage.* Minimum pervious lot coverage of 25 percent (75 percent maximum semi-impervious and impervious cover) for all uses.

(7) *Structure setbacks.* For all principal structures, minimum setbacks are:

a. *Front and rear.* Twenty feet in the front and 15 feet in the rear.

b. *Sides.* Ten feet on each side of a group of attached townhouses. On each side of all other structures, five feet or ten percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

(8) *Other requirements.* Refer to chapters 4 and 5 for additional development regulations and standards.

(e) *Location criteria.* All new nonresidential uses proposed within the LDMU district that are not part of a predominantly residential development or a planned unit development, or are not identified as exempt by district regulations, shall be on parcels that satisfy at least one of the following location criteria:

(1) *Proximity to intersection.* Along an arterial or collector street, and within 200 feet of an intersection with another arterial or collector.

(2) *Proximity to traffic generator.* Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, or shopping mall.

(3) *Infill development.* Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the LDMU district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

(4) *Site design.* Along an arterial street and at the intersection with a local street that serves to connect the arterial street to another arterial, and all of the following site design conditions:

a. Any intrusion into a recorded residential subdivision is limited to a corner lot.

b. Access and stormwater management is shared with adjoining uses or properties to the extent practicable.

c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use (solid waste dumpsters, truck loading/unloading areas, drive-thru facilities, etc.) furthest from the residential uses.

(5) *Documented compatibility.* A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative location criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, that the following conditions exist:

a. The parcel has not been rezoned by the landowner from mixed-use, commercial, or industrial zoning assign
b. If the parcel is within a county redevelopment area, the use will be consistent with the area's adopted redevelopment plan, as reviewed and recommended by the community redevelopment agency (CRA).

(f) *Rezoning to LDMU.* Low density mixed-use zoning may be established only within the mixed-use suburban (MU-S) and mixed-use urban (MU-U) future land use categories. The district is suitable for suburban or urban areas with central water and sewer and developed street networks. The district is appropriate to provide transitions between areas zoned or used for low or medium density residential and areas zoned or used for high density mixed-use. Rezoning to LDMU is subject to the same location criteria as any new nonresidential use proposed within the LDMU district.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015; Ord. No. 2015-44, § 2, 10-8-2015; Ord. No. 2016-31, § 1, 8-4-2016; Ord. No. 2016-42, § 1, 12-8-2016; Ord. No. 2017-5, § 2(Exh. B), 1-5-2017; Ord. No. 2019-2, § 2(Exh. B), 1-10-2019; Ord. No. 2019-18, § 3, 4-4-2019)

Sec. 3-2.7 - Medium density residential district (MDR).

(a) *Purpose.* The medium density residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the low density residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

(b) *Permitted uses.* Permitted uses within the MDR district are limited to the following:

(1) *Residential.*

a. Manufactured (mobile) homes only within manufactured home parks or subdivisions. No new or expanded manufactured home parks, and new or expanded manufactured home subdivisions only on land zoned V-4 prior to adoption of MDR zoning.
b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots one acre or larger. Attached single-family dwellings and zero lot line subdivisions only on land zoned R-3 or V-4 prior to adoption of MDR zoning.
c. Two-family dwellings only on land zoned R-3 or V-4 prior to adoption of MDR zoning, and multi-family dwellings up to four units per dwelling (quadruplex) only on land zoned V-4 prior to MDR zoning.

See also conditional uses in this district.

(2) *Retail sales.* No retail sales.

(3) *Retail services.* No retail services. See conditional uses in this district.

(4) *Public and civic.* Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) *Recreation and entertainment.*

a. Marinas, private.
b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) *Industrial and related.* No industrial or related uses.

(7) *Agricultural and related.* Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals. See also conditional uses in this district.

(8) *Other uses.* [Reserved.]

(c) *Conditional uses.* Through the conditional use process prescribed in chapter 2, the BOA may conditionally allow the fo uses within the MDR district:

(1) *Residential.*

a. Accessory dwellings on lots less than one acre.

b. Group living, excluding residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

c. Home occupations with nonresident employees.

d. Townhouses not among the permitted uses of the district.

(2) *Retail services.* Boarding and rooming houses.

(3) *Public and civic.*

a. Clubs, civic and fraternal.

b. Educational facilities, excluding preschools or kindergartens independent of other elementary grades.

c. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

d. Offices for government agencies or public utilities, small scale (gross floor area 6,000 square feet or less per lot).

e. Places of worship.

f. Public utility structures exceeding the district structure height limit, excluding telecommunications towers.

(4) *Recreation and entertainment.*

a. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

b. Parks with permanent restrooms or outdoor event lighting.

(5) *Agricultural and related.* Horses or other domesticated equines kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.

(d) *Site and building requirements.* The following site and building requirements apply to uses within the MDR district:

(1) *Density.* A maximum density of ten dwelling units per acre regardless of the future land use category.

(2) *Floor area ratio.* A maximum floor area ratio of 1.0 within the MU-S future land use category and 2.0 within MU-U.

(3) *Structure height.* A maximum structure height of 45 feet. See height definition.

(4) *Lot area.* No minimum lot area unless prescribed by use.

(5) *Lot width.* For a new lot with a majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. *Single-family detached.* Fifty feet at the street right-of-way for single-family detached dwellings.

b. *Two-family.* Eighty feet at the street right-of-way or two-family dwellings.

c. *Multi-family and other.* Eighty feet at the street right-of-way for townhouse groups and boarding or rooming houses. No minimum lot width required by zoning for other uses.

(6) *Lot coverage.* Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) *Structure setbacks.* For all principal structures, minimum setbacks are:

a. *Front and rear.* Twenty feet in the front and rear.

b. *Sides.* Ten feet on each side of a group of attached townhouses. On each side of all other structures, five fe the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

(8) *Other requirements.*

a. *Stables.* Stables shall be at least 50 feet from any property line and at least 130 feet from any residential dwelling on the property of another landowner.

b. *Chapters 4 and 5.* Refer to chapters 4 and 5 for additional development regulations and standards.

(e) *Location criteria.* All nonresidential uses within the MDR district shall be located to avoid nuisance, hazard and other adverse impacts to surrounding residential uses.

(f) *Rezoning to MDR.* Medium density residential zoning may be established only within the mixed-use suburban (MU-S) and mixed-use urban (MU-U) future land use categories. The district is suitable for suburban or urban areas with central water and sewer and developed street networks. The district is appropriate to provide transitions between areas zoned or used for low density residential and areas zoned or used for high density residential or mixed-use.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015; Ord. No. 2015-44, § 3, 10-8-2015; Ord. No. 2016-31, § 1, 8-4-2016; Ord. No. 2016-42, § 1, 12-8-2016; Ord. No. 2019-18, § 3, 4-4-2019)

Sec. 3-2.8 - High density residential district (HDR).

(a) *Purpose.* The high density residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the medium density residential district. Residential uses within the HDR district include most forms of single-family, two-family and multifamily dwellings. Nonresidential uses within the district are limited to those that are compatible with urban residential neighborhoods.

(b) *Permitted uses.* Permitted uses within the HDR district are limited to the following:

(1) *Residential.*

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes only within existing manufactured home parks or subdivisions. No new or expanded manufactured home parks or subdivisions.

c. Single-family dwellings (other than manufactured homes), attached or detached, including townhouses and zero lot line subdivisions.

d. Two-family and multifamily dwellings. See also conditional uses in this district.

(2) *Retail sales.* No retail sales, except as conditional uses in this district.

(3) *Retail services.*

a. Boarding and rooming houses.

b. Child care facilities.

See also conditional uses in this district.

(4) *Public and civic.* Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) *Recreation and entertainment.*

a. Marina, private.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) *Industrial and related.* No industrial or related uses.

(7) *Agricultural and related.* Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals. See also conditional uses in this district.

(8) *Other uses.* [Reserved.]

(c) *Conditional uses.* Through the conditional use process prescribed in chapter 2, the BOA may conditionally allow the following uses within the HDR district:

(1) *Residential.*

a. Dormitories.

b. Fraternity or sorority houses.

c. Home occupations with nonresident employees.

(2) *Retail sales.* Retail sales only within a predominantly residential multi-story building.

(3) *Retail services.* Retail services only within a predominantly residential multi-story building.

(4) *Public and civic.*

a. Clubs, civic and fraternal.

b. Educational facilities, excluding preschools or kindergartens independent of other elementary grades.

c. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

d. Hospitals.

e. Offices for government agencies or public utilities, small scale (gross floor area 6,000 square feet or less per lot).

f. Places of worship.

g. Public utility structures exceeding the district structure height limit, excluding telecommunications towers.

(5) *Recreation and entertainment.*

a. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

b. Parks with permanent restrooms or outdoor event lighting.

(6) *Agricultural and related.* Horses or other domesticated equines kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.

(d) *Site and building requirements.* The following site and building requirements apply to uses within the HDR district:

(1) *Density.* A maximum density of 18 dwelling units per acre.

(2) *Floor area ratio.* A maximum floor area ratio of 2.0 for all uses.

(3) *Structure height.* A maximum structure height of 120 feet above highest adjacent grade.

(4) *Lot area.* No minimum lot area unless prescribed by use.

(5) *Lot width.* For a new lot with a majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. *Single-family detached.* Forty feet at the street right-of-way for single-family detached dwellings.

b. *Two-family.* Eighty feet at the street right-of-way for two-family dwellings.

c. *Multi-family and other.* Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, and townhouse groups. No minimum lot width required by zoning for other uses.

(6) *Lot coverage.* Minimum pervious lot coverage of 20 percent (80 percent maximum semi-impervious and impervic uses.

(7) *Structure setbacks.* For all principal structures, minimum setbacks are:

a. *Front and rear.* Twenty feet in the front and 15 feet in the rear.

b. *Sides.* Ten feet on each side of a group of attached townhouses. On each side of all other structures, ten feet or ten percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional ten feet in height, but not required to exceed 15 feet.

(8) *Other requirements.* Refer to chapters 4 and 5 for additional development regulations and standards.

(e) *Location criteria.* All nonresidential uses within the HDR district shall be located to avoid nuisance, hazard, and other adverse impacts to surrounding residential uses.

(f) *Rezoning to HDR.* High density residential zoning may be established only within the mixed-use suburban (MU-S) or mixed-use urban (MU-U) future land use categories. The district is suitable for urban areas with central water and sewer and developed street networks. The district is appropriate to provide transitions between areas zoned or used for medium density residential and areas zoned or used for high density mixed-use or commercial.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015; Ord. No. 2015-56, § 2, 12-10-2015; Ord. No. 2016-31, § 1, 8-4-2016; Ord. No. 2016-42, § 1, 12-8-2016; Ord. No. 2019-18, § 3, 4-4-2019)

Sec. 3-2.9 - High density mixed-use district (HDMU).

(a) *Purpose.* The high density mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible nonresidential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the low density mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multifamily dwellings.

(b) *Permitted uses.* Permitted uses within the HDMU district are limited to the following:

(1) *Residential.* The following residential uses are allowed throughout the district, but if within a commercial (C) future land use category they are permitted only if part of a predominantly commercial development.

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including manufactured home subdivisions, but excluding new or expanded manufactured home parks.

c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.

d. Two-family and multifamily dwellings.

See also conditional uses in this district.

(2) *Retail sales.* Small-scale (gross floor area 6000 sq. ft. or less per lot) retail sales including medical marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor, automotive fuels, or motor vehicles, and excluding permanent outdoor storage, display, or sales.

See also conditional uses in this district.

(3) *Retail services.* The following small-scale (gross floor area 6,000 square feet or less per lot) retail services,

excluding outdoor work or permanent outdoor storage:

a. Bed and breakfast inns.

b. Boarding and rooming houses.

c. Child care facilities.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners, and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, but excluding major motor vehicle or boat service or repair.

g. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, but excluding drive-in or drive-through service and brewpubs with distribution of alcoholic beverages for off-site sales.

See also conditional uses in this district.

(4) *Public and civic.*

a. Preschools and kindergartens.

b. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

c. Foster care facilities.

d. Places of worship.

e. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) *Recreation and entertainment.*

a. Marinas, private only.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) *Industrial and related.* No industrial or related uses.

(7) *Agricultural and related.* Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals.

(8) *Other uses.* [Reserved.]

(c) *Conditional uses.* Through the conditional use process prescribed in chapter 2, the BOA may conditionally allow the following uses within the HDMU district:

(1) *Residential.*

a. Dormitories.

b. Fraternity and sorority houses.

c. Manufactured (mobile) home parks.

(2) *Retail sales.* Medium-scale (gross floor area greater than 6,000 square feet per lot, but no greater than 35,000 square feet) retail sales, including sales of beer and wine and automotive fuels, but excluding sales of motor vehicles and liquor, and excluding permanent outdoor storage, display, or sales.

(3) *Retail services.*

a. Medium-scale (gross floor area greater than 6,000 square feet per lot, but no greater than 35,000 square feet) retail services, excluding motor vehicle service and repair.

b. Restaurants and brewpubs with drive-in or drive-through service and brewpubs with the distribution of

on-premises produced alcoholic beverages for off-site sales.

c. Small-scale (gross floor area 6,000 square feet or less per lot) major motor vehicle service and repair, excluding painting or body work and outdoor work.

(4) *Public and civic.*

a. Broadcast stations with satellite dishes and antennas, excluding towers.

b. Cemeteries, including family cemeteries.

c. Clubs, civic and fraternal.

d. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

e. Cinerators.

f. Educational facilities not among the permitted uses of the district.

g. Funeral establishments.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Public utility structures exceeding the district structure height limit and telecommunications towers of any height, excluding any industrial uses.

k. Warehousing or maintenance facilities for government agencies or public utilities.

(5) *Recreation and entertainment.*

a. Amusement arcade centers and bingo facilities.

b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

c. Parks with permanent restrooms or outdoor event lighting.

(6) *Industrial and related.* Microbreweries, microdistilleries, and microwineries.

(7) *Agricultural and related.*

a. Horses or other domesticated equines kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.

b. Veterinary clinics.

(8) *Other uses.*

a. Self-storage facilities with a maximum lot area of one acre and outdoor storage limited to operable motor vehicles and boats. No vehicle rental.

b. Structures of permitted uses exceeding the district structure height limit, excluding telecommunications towers.

(d) *Site and building requirements.* The following site and building requirements apply to uses within the HDMU district:

(1) *Density.* A maximum density of 25 dwelling units per acre.

(2) *Floor area ratio.* A maximum floor area ratio of 1.0 within the commercial (C) future land use category and 2.0 within mixed-use urban (MU-U).

(3) *Structure height.* A maximum structure height of 150 feet above highest adjacent grade.

(4) *Lot area.* No minimum lot area unless prescribed by use.

(5) *Lot width.* For a new lot with a majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. *Single-family detached.* Forty feet at the street right-of-way for single-family detached dwellings.

b. *Two-family.* Eighty feet at the street right-of-way for two-family dwellings.

c. *Multi-family and other.* Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, or townhouse groups. No minimum lot width required by zoning for other uses.

(6) *Lot coverage.* Minimum pervious lot coverage of 20 percent (80 percent maximum semi-impervious and impervious cover) for all uses.

(7) *Structure setbacks.* For all principal structures, minimum setbacks are:

a. *Front and rear.* Twenty feet in the front and 15 feet in the rear.

b. *Sides.* Ten feet on each side of a group of attached townhouses. On each side of all other structures, ten feet or ten percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional ten feet in height, but not required to exceed 15 feet.

(8) *Other requirements.* Refer to chapters 4 and 5 for additional development regulations and standards.

(e) *Location criteria.* All new nonresidential uses proposed within the HDMU district that are not part of a predominantly residential development or a planned unit development, or are not identified as exempt by district regulations, shall be on parcels that satisfy at least one of the following location criteria:

(1) *Proximity to intersection.* Along an arterial or collector street and within 200 feet of an intersection with another arterial or collector.

(2) *Proximity to traffic generator.* Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.

(3) *Infill development.* Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the HDMU district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

(4) *Site design.* Along an arterial street and at the intersection with a local street that serves to connect the arterial street to another arterial, and all of the following site design conditions:

a. Any intrusion into a recorded residential subdivision is limited to a corner lot.

b. Access and stormwater management is shared with adjoining uses or properties to the extent practicable.

c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

(5) *Documented compatibility.* A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the community redevelopment agency (CRA).

(f) *Rezoning to HDMU.* High density mixed-use zoning may be established only within the mixed-use suburban (MU-S), mixed-use urban (MU-U) or commercial (C) future land use categories. The district is suitable for areas where the

intermixing of uses has been the custom, where future uses are uncertain, and some redevelopment is probable. The district inappropriate to provide transitions between areas zoned or used for medium or high density residential and areas zoned or used for commercial. Rezoning to HDMU is subject to the same location criteria as any new nonresidential use proposed within the HDMU district.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015; Ord. No. 2015-56, § 3, 12-10-2015; Ord. No. 2016-2, § 1, 1-7-2016; Ord. No. 2016-31, § 1, 8-4-2016; Ord. No. 2016-42, § 1, 12-8-2016; Ord. No. 2017-5, § 2(Exh. B), 1-5-2017; Ord. No. 2019-2, § 2(Exh. B), 1-10-2019; Ord. No. 2019-18, § 3, 4-4-2019)

Sec. 3-2.10 - Commercial district (Com).

(a) *Purpose.* The commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the commercial (C) future land use category.

(b) *Permitted uses.* Permitted uses within the commercial district are limited to the following:

(1) *Residential.* The following residential uses are allowed throughout the district, but if within the commercial (C) future land use category they are permitted only if part of a predominantly commercial development:

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including new or expanded manufactured home parks or subdivisions.

c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.

d. Two-family and multifamily dwellings.

See also conditional uses in this district.

(2) *Retail sales.* Retail sales, including medical marijuana dispensing facilities, sales of alcoholic beverages and automotive fuels, but excluding motor vehicle sales and permanent outdoor storage.

See also conditional uses in this district.

(3) *Retail services.* The following retail services, excluding permanent outdoor storage:

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, but excluding major motor vehicle or boat service or repair, and outdoor work.

g. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through

service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

See also conditional uses in this district.

(4) *Public and civic.*

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

f. Foster care facilities.

g. Funeral establishments.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding any industrial uses.

l. Warehousing or maintenance facilities for government agencies or for public utilities.

See also conditional uses in this district.

(5) *Recreation and entertainment.*

a. Campgrounds and recreational vehicle parks on lots five acres or larger.

b. Indoor recreation or entertainment facilities, including movie theaters, bowling alleys, skating rinks, arcade amusement centers, bingo facilities and shooting ranges, but excluding bars, nightclubs or adult entertainment facilities.

c. Marinas, private and commercial.

d. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) *Industrial and related.*

a. Printing, binding, lithography and publishing.

b. Wholesale warehousing with gross floor area 10,000 square feet or less per lot.

See also conditional uses in this district.

(7) *Agricultural and related.*

a. Agricultural food production primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics.

See also conditional uses in this district.

(8) *Other uses.*

a. Billboard structures.

b. Outdoor storage if minor and customarily incidental to the allowed principal use, and if in the rear yard, covered, and screened from off-site view, unless otherwise noted.

c. Parking garages and lots, commercial.

d. Self-storage facilities, excluding vehicle rental.

(c) *Conditional uses.* Through the conditional use process prescribed in chapter 2, the BOA may conditionally allow the following uses within the commercial district:

(1) *Residential.*

a. Group living not among the permitted uses of the district.

b. Home occupations with nonresident employees.

(2) *Retail sales.*

a. Boat sales, new and used.

b. Automobile sales, used autos only, excluding parcels fronting on any of the following streets: Sorrento Road/Gulf Beach Highway/Barrancas Avenue (SR 292); Blue Angel Parkway (SR 173); Pine Forest Road, south from Interstate 10 to State Road 173; Navy Boulevard (SR 295 and US 98); and Scenic Highway (SR 10A and US 90). Additionally, the parcel shall be no larger than one acre and provided with a permanent fence, wall, or other structural barrier of sufficient height and mass along all road frontage to prevent encroachment into the right-of-way other than through approved site access.

c. Automobile rental limited to the same restrictions as used automobile sales.

d. Utility trailer, heavy truck (gross vehicle weight rating more than 8,500 lbs.), and recreational vehicle sales, rental, or service limited to the same restrictions as used automobile sales.

(3) *Retail services.*

a. Restaurants not among the permitted uses of the district.

b. Service and repair of motor vehicles, small scale (gross floor area 6,000 square feet or less per lot), excluding painting and body work and outdoor work and storage.

(4) *Public and civic.*

a. Cemeteries, including family cemeteries.

b. Clubs, civic and fraternal.

c. Cinerators.

d. Homeless shelters.

(5) *Recreation and entertainment.*

a. Bars and nightclubs.

b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

c. Parks with permanent restrooms or outdoor event lighting.

(6) *Industrial and related.*

a. Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, part I, chapter 42, article VIII, and land use and regulations in part III, the land development code, chapter 4.

* Borrow pits are prohibited on land zoned GMD prior to the adoption of the commercial (Com) zoning.

b. Microbreweries, microdistilleries, microwineries.

(7) *Agricultural and related.* Horses or other domesticated equines kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.

(8) *Other uses.*

a. Outdoor sales not among the permitted uses of the district.

b. Outdoor storage not among the permitted uses of the district, including outdoor storage of trailered boats a recreational vehicles, but no repair, overhaul, or salvage activities. All such storage shall be screened from r maintained to avoid nuisance conditions.

c. Self-storage facilities, including vehicle rental as an accessory use.

d. Structures of permitted uses exceeding the district structure height limit.

(d) *Site and building requirements.* The following site and building requirements apply to uses within the commercial district:

(1) *Density.* A maximum density of 25 dwelling units per acre throughout the district. Lodging unit density not limited by zoning.

(2) *Floor area ratio.* A maximum floor area ratio of 1.0 within the commercial (C) future land use category and 2.0 within mixed-use urban (MU-U).

(3) *Structure height.* A maximum structure height of 150 feet above adjacent grade.

(4) *Lot area.* No minimum lot area unless prescribed by use.

(5) *Lot width.* For a new lot with a majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. *Single-family detached.* Forty feet at the street right-of-way for single-family detached dwellings.

b. *Two-family.* Eighty feet at the street right-of-way for two-family dwellings.

c. *Multi-family and other.* Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, or townhouse groups. No minimum lot width required by zoning for other uses or lots.

(6) *Lot coverage.* Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses.

(7) *Structure setback.* For all principal structures, minimum setbacks are:

a. *Front and rear.* Fifteen feet in both front and rear.

b. *Sides.* On each side of a single-family detached dwelling, ten feet or ten percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For all other structures, including any group of attached townhouses ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional ten feet in height.

(8) *Other requirements.* Refer to chapters 4 and 5 for additional development regulations and standards.

(e) *Location criteria.* All new nonresidential uses proposed within the commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy at least one of the following location criteria:

(1) *Proximity to intersection.* Along an arterial or collector street and within one-quarter mile of its intersection with an arterial street.

(2) *Proximity to traffic generator.* Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.

(3) *Infill development.* Along an arterial or collector street, in an area where already established nonresidential uses are otherwise consistent with the commercial district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

(4) *Site design.* Along an arterial or collector street, no more than one-half mile from its intersection with an

arterial or collector street, not abutting a single-family residential zoning district (RR, LDR or MDR), and all of the following site design conditions:

a. Any intrusion into a recorded subdivision is limited to a corner lot.

b. A system of service roads or shared access is provided to the maximum extent made feasible by lot area, shape, ownership patterns, and site and street characteristics.

c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

(5) *Documented compatibility.* A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the potential uses of parcel that were not anticipated by the alternative criteria, and the proposed use, or rezoning as applicable, will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the community redevelopment agency (CRA).

(f) *Rezoning to commercial.* Commercial zoning may be established only within the mixed-use suburban (MU-S) mixed-use urban (MU-U), or commercial (C) future land use categories. The district is appropriate to provide transitions between areas zoned or used as high density mixed-use and areas zoned or used as heavy commercial or industrial. Rezoning to commercial is subject to the same location criteria as any new nonresidential use proposed within the commercial district.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015; Ord. No. 2015-56, § 4, 12-10-2015; Ord. No. 2016-02, § 2, 1-7-2016; Ord. No. 2016-31, § 1, 8-4-2016; Ord. No. 2016-42, § 1, 12-8-2016; Ord. No. 2017-5, § 2(Exh. B), 1-5-2017; Ord. No. 2018-16, § 1, 4-5-2018; Ord. No. 2019-2, § 2(Exh. B), 1-10-2019; Ord. No. 2019-18, § 3, 4-4-2019)

Sec. 5-4.1 - Purpose of article.

This article establishes land development standards for stormwater management that implement level-of-service and other comprehensive plan policies requiring development to properly manage any stormwater runoff it generates. It is the intent of these standards to allow landowners reasonable use of their property while protecting adjoining lands and resources from any detrimental impacts of stormwater produced by land uses and development activities. More specifically, this article is intended to:

(a) Prevent untreated stormwater runoff from adversely impacting receiving water bodies.

(b) Minimize the loss of valuable topsoil by erosion and prevent the sedimentation of streets and surface water bodies.

(c) Facilitate groundwater recharge.

(d) Protect and maintain the natural habitats of fish and wildlife and prevent damage to wetlands.

(e) Reduce capital expenditures for flood-proofing and storm drainage systems where feasible by routing runoff through swales or other natural retention/detention systems to increase stormwater infiltration, settle suspended solids, and remove pollutants.

(f) Require the approval and implementation of stormwater management plans for proposed development as necessary to achieve the purposes of this article.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015)

Sec. 5-4.2 - Stormwater impact review.

(a) *Approval required.* No land use or development activity may alter or disrupt existing stormwater runoff patterns or conditions without prior county review and approval for compliance with the standards of this article unless the use or activity is specifically identified in the LDC as exempt from these standards. Uses or activities that may alter or disrupt existing stormwater runoff sufficiently to require a stormwater management plan include the following:

(1) *Land disturbance.* Grading, digging, cutting, scraping, or excavating of soil; placement of fill materials; substantial removal of vegetation; the drainage of land; and any other forms of land disturbance that would significantly change stormwater runoff.

(2) *Lot coverage.* Construction of a structure or the non-de minimis alteration of the size of one or more structures; placement of aggregate and paving; and other constructed changes in the proportions of pervious, impervious, and semi-impervious lot coverage.

(3) *Alterations.* Alteration of the shoreline or bank of any watercourse or surface waterbody; or alteration of any ditches, dikes, terraces, berms, swales, piping, inlets, ponds, or other natural or manmade elements affecting the control or management of stormwater.

EXHIBIT H

(4) *Subdivision.* The subdivision of land, including the replatting of a recorded subdivision.

(b) *Exemptions.*

(1) *Stormwater management plan exempt.* A stormwater management plan need not be provided for the uses and activities listed in the DSM chapter 1, stormwater management systems, exemptions section. In areas with documented drainage problems, the county may request a reduction in the proposed impervious lot cover or other on-site stormwater impact-reduction measures:

a. *New single-family dwellings.* Construction of a single-family dwelling on either a lot of record, a lot created in compliance with the family conveyance provisions of the LDC, or a lot verified as functionally conforming according to the provisions of chapter 2. The construction shall comply with a county-approved lot grading plan, which provides the same lot information required by this article for subdivision grading and erosion control plans. Additionally, lots relying on conformance verification for stormwater plan exemption shall comply with the individual lot limits prescribed in this part for subdivision along existing streets.

b. *Subdivision along existing streets.* See DSM chapter 1, stormwater management systems, exemptions section for details.

c. *Maintenance.* Maintenance of an existing stormwater structure, which will not change the discharge rate, volume, or treatment method of the structure or the stormwater runoff from the site on which the structure is located.

d. *De minimis additions.* See DSM chapter 1, stormwater management systems, exemptions section for details.

e. *Emergencies.* Emergencies requiring immediate action to prevent material harm or danger to persons when obtaining a permit is impractical and would cause undue hardship in protection of property from fire, violent storms, hurricanes, and other hazards. The emergency action shall be reported to the county as soon as practical, and any permanent changes from the action may require the subsequent development and approval of a stormwater management plan to document any impacts from the changes.

f. *Other exemptions.* Stormwater plan exemptions for other structures, uses, or activities as may be determined by the county engineer to be appropriate and consistent with accepted standards of engineering practice and the purposes of this article.

(2) *Stormwater exempt activities.* The following activities are exempt from all stormwater management standards of this article:

a. *Agriculture and silviculture.* Bona fide agricultural or silvicultural operations on land classified by the Escambia County Property Appraiser as "agricultural,"

according to Florida Statutes, for ad valorem tax purposes, it is recommended that the local offices of the natural resources conservation service and the Florida Forest Service be consulted regarding appropriate stormwater management for agricultural and silvicultural operations.

b. *Mosquito drainage structures.* Maintenance work on existing mosquito and arthropod drainage structures for public health and welfare purposes.

(c) *Modification of standards.* Variances to the strict application of the stormwater management standards of this article are not available from the planning official, BOA, or SRIA. Where the provisions of this article specifically allow, the county engineer has discretion within accepted standards of engineering practice to allow modifications that maintain the stated purposes of the article.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015)

Sec. 5-4.3 - Control of erosion and sediment.

Sediment shall be retained on the site of development. Erosion and sedimentation control measures shall be applied to stabilize barren areas and other unvegetated areas during and after construction. No clearing of land or other land-disturbing activity shall begin until the appropriate erosion and sedimentation control devices have been installed between the areas to be disturbed and adjacent lands, including waterbodies, watercourses, and wetlands. Such erosion and sediment control shall comply with the best management practices listed in the DSM chapter 1, stormwater management plans, content section.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015)

Sec. 5-4.4 - Stormwater management plans.

(a) *General.* Where a stormwater management plan is required, it is the responsibility of the applicant to include sufficient information in the plan for the county to evaluate the physical characteristics of the affected areas as required in the DSM chapter 1, stormwater management plans section.

(b) *Preparation.* The stormwater management plan shall be developed and/or reviewed as indicated in the DSM chapter 1. Chapter 1 of the DSM contains the provisions for the content of the plan. The DSM also contains information regarding the existing conditions, proposed changes, and supporting documentation.

(c) *[Supporting information.]* Supporting information is regarded as other information that the applicant or the county believes is reasonably necessary for LDC compliance evaluation of the proposed stormwater management plan.

(d) *Plan adherence.* The applicant shall adhere to the stormwater management plan as approved and permitted. Any changes or amendments to the plan must be approved by the

original approving authority. After completion of the subject development, the engineer of record shall certify that the completed development complies with the approved plan and its specifications.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015)

Sec. 5-4.5 - Stormwater management systems.

(a) *General design and construction.* The installation of all stormwater management facilities made necessary by new development, according to the provisions of this article, is the responsibility of the developer, including all necessary ditches, canals, greenbelts, outfalls, bridges, retention or detention structures, flow attenuation devices, etc. The general design and construction of all stormwater management systems shall be as indicated in the DSM chapter 1, stormwater article and achieve the following objectives:

(1) Comply with regulations.

(2) Protect adjacent property.

(3) Incorporate upland runoff.

(4) Reduce pollution.

(5) Prevent hazards.

(6) Encourage regional stormwater management system.

(b) *Resource protection.* All stormwater management systems shall be designed and constructed to protect natural resources as per state requirements.

(c) *System maintenance.*

(1) *General.* All stormwater management facilities shall be designed for a minimum 50-year life (where standards are available) have low maintenance costs, and have easy legal access for periodic maintenance.

(2) *Maintenance entity.* Stormwater management systems shall be maintained by the owner, except where the county selects certain systems for county maintenance. All areas and/or structures to be maintained by the county must be dedicated to the county by plat or separate instrument and accepted by the BCC. Systems to be maintained by the owner shall have adequate easements to permit the county right-of-entry to inspect and, if necessary, take corrective action if the owner fails to maintain the system. In addition, the owner shall submit a copy of any outside agency inspections and/or reports for the county to evaluate in accordance with the county's MS4. If the owner fails to maintain his system, the county shall give the owner written notice of the nature of corrective action required. If the owner fails to take corrective action within 30 days from the date of the notice, the county may take the necessary corrective action, including placement of a lien on all property of the owner to recover the costs thereof.

(d) *Inspections.* The owner shall initiate scheduling with the county for the following inspections:

(1) *Erosion control.* An erosion and sediment control inspection prior to any construction or other land disturbance, as may be required by county development approval, to ensure effective controls are in place according to the provisions of this article.

(2) *Underground.* An inspection prior to the burial of any underground drainage structure to ensure appropriate materials and installation.

(3) *Final.* A final inspection after all work has been completed, including installation of all stormwater management system facilities, to ensure compliance with the county's approved plan. After inspecting the work, a county representative shall approve it or notify the applicant in writing of any failure to comply with requirements of the approved plan. Any portion of the work which does not comply shall be corrected by the applicant before final county authorization for use is issued. Failure to complete or correct the work as notified is subject to the penalty provisions of the LDC.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015; Ord. No. 2016-30, § 1(Exh. A), 8-4-2016)

Sec. 5-4.6 - Additional requirements for subdivisions.

(a) *General.* Stormwater management plans for subdivisions shall be developed in compliance with the additional subdivision requirements of this section and the DSM chapter 1, stormwater article.

(b) *Outfall.* The developer shall prepare any necessary agreements or easements for disposition of stormwater beyond the limits of the subdivision and shall attempt to acquire necessary rights of easements. The county may assist in the acquisition of such easements when it is in the public interest and where governmental action is necessary for the proper disposition of water, and the developer advances all costs and expenses incurred by the county.

(c) *Detention/retention without positive outfall.* See DSM chapter 1, stormwater quantity (attenuation) section.

(d) *Subdrains, subsoil drains, and trench drains.* Subdrains, subsoil drains, and trench drains shall be required where soil and water conditions warrant.

(e) *Public dedication.* Consistent with the provisions of article 3 of this chapter, a subdivision's stormwater management system cannot be dedicated for county ownership and maintenance without the concurrent public dedication of the subdivision streets. Additionally, a subdivision stormwater management system constructed for public ownership and maintenance shall comply with the following:

(1) *Completed permitting.* All required permitting of the system from applicable local, state, and federal agencies shall be complete and documented with the county, or proof of exemption shall be provided.

(2) *Detention/retention structures.* The system detention and retention/detention

structures shall provide side slopes, stabilization, and access as per the DSM.

Screening. Ponds shall be screened from view from the right-of-way with shrubs and/or other natural barriers within a minimum ten-foot-wide strip between the right-of-way and the pond. The county engineer may reduce the width if it is not feasible to provide in a sound engineering design. The screening may be eliminated if the pond is designed with specific amenity characteristics to be viewed.

(3) *Plat or deed.* The stormwater system lands shall be dedicated to the county, or the county shall be provided with a warranty deed to the parcels involved. The plat or deed shall be approved for recording by the BCC prior to the acceptance of the stormwater management system for county maintenance.

(4) *Municipal services benefit unit.* An ordinance creating a municipal services benefit unit (MSBU) to fund future county maintenance and operational expenses for the stormwater pond and related improvements shall be enacted by the BCC according to the stormwater pond MSBU provisions of chapter 70, local public improvements, part I, Escambia County Code of Ordinances.

(f) *Hold harmless agreement.* If the stormwater management system (and streets) will remain in private ownership and the site has no positive drainage outfall, the developer shall either execute, on his behalf and on behalf of any landowners within the subdivision who are ultimately to have ownership of the stormwater management system, a hold harmless agreement with each downstream, impacted property owner(s). The agreement holds the landowners harmless from the effects of any waters that may flow onto the downstream property(ies), or construct a drainage system in accordance with article 1-1.2 as related to areas with no positive drainage outfall, and such other provisions as the county may require. For public subdivisions that have drainage outfall to private property(ies), the county engineer or designee shall require a hold harmless agreement with each downstream impacted property owner(s), that will hold the county, its officers, and employees, harmless from any damages to persons or property that may result from the authorized stormwater management system.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015; Ord. No. 2018-5, § 1, 2-1-2018)

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Park and Community Center Details

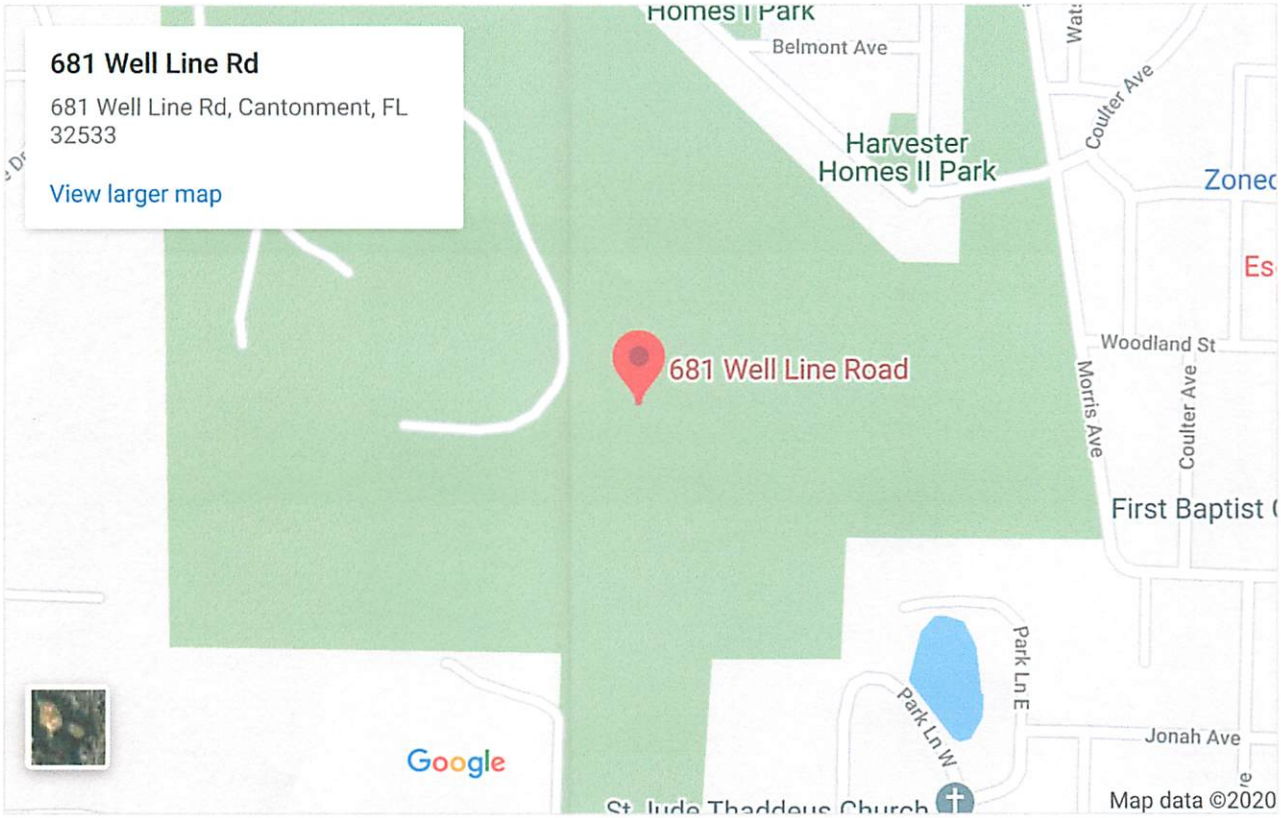
See All Parks and Community Centers

Cantonment Youth Athletic Park

Zipcode: 32533
Managed By: Parks and Recreation
Acres: 30
District: 5
Community Center: No
Boat Ramp: No
L.O.S.T.: Yes
Team Sports: Yes
Security Lights: Yes
Youth Baseball: No
Dog Park: No
Tee Ball: No
Youth Football: No
Soccer: No
Basketball: No
Tennis: No
Volleyball: No
Skate Park: No
Pavillion: No
Picnic Tables: Yes
Waterfront: No
Playground: Yes
Walking Path: No

This 80-acre regional park has 12 baseball and softball fields, one football field, restrooms, concessions, a playground and security lights. A partnership with the Cantonment Baseball Club and Cantoment Football Club provides for various youth athletic programs at the park.

EXHIBIT I


681 Well Line Rd
681 Well Line Rd, Cantonment, FL 32533
View larger map
Homes I Park
Belmont Ave
Harvester Homes II Park
Coulter Ave
Zonec
Es
681 Well Line Road
Woodland St
Morris Ave
Coulter Ave
First Baptist
Park Ln E
Park Ln W
Jonah Ave
St. Jude Thaddeus Church
Google
Map data ©2020

Park and Community Center Details

See All Parks and Community Centers

Quintette Community Center and Athletic Park

Zipcode: 32533
Managed By: Parks and Recreation
Acres: 18
District: 5
Community Center: Yes
Boat Ramp: No
L.O.S.T.: Yes
Team Sports: Yes
Security Lights: No
Youth Baseball: No
Dog Park: No
Tee Ball: No
Youth Football: No
Soccer: No
Basketball: Yes
Tennis: No
Volleyball: No
Skate Park: No
Pavillion: Yes
Picnic Tables: Yes
Waterfront: No
Playground: Yes
Walking Path: No

This 18-acre site in the Quintette community has a community center, covered pavilion, playground, two softball fields, basketball court, restrooms, benches and picnic area.

- To reserve or rent the community center, please call (850) 324-0617 for scheduling information.
- To reserve or rent the park, please call Parks and Recreation at (850) 475-5220.
- For the community center main line, call (850) 679-4707.

Park and Community Center Details

See All Parks and Community Centers

Carver Park Resource Center

Zipcode: 32533
Managed By: Parks and Recreation
Acres: 2
District: 5
Community Center: No
Boat Ramp: No
L.O.S.T.: Yes
Team Sports: No
Security Lights: No
Youth Baseball: No
Dog Park: No
Tee Ball: No
Youth Football: No
Soccer: No
Basketball: Yes
Tennis: No
Volleyball: Yes
Skate Park: No
Pavillion: Yes
Picnic Tables: Yes
Waterfront: No
Playground: Yes
Walking Path: No

This 2-acre neighborhood park in Cantonment has a covered pavilion, playground, volleyball court, basketball courts, security lights, benches and picnic area. The park also has a small community building and some of the most historic oak trees in Escambia County. For reservation and rental information, please call at (850) 393-9870.

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2019 - 2020 Satis. Stu. Sta.	Actual 2019 - 2020 FISH Capacity	Actual 2018 - 2019 COFTE	# Class Rooms	Actual Average 2019 - 2020 Class Size	Actual 2019 - 2020 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2023 - 2024 COFTE	Projected 2023 - 2024 Utilization	Projected 2023 - 2024 Class Size
HELLEN CARO ELEMENTARY	889	889	808	48	17	91.00 %	0	0	725	82.00 %	15
JIM ALLEN ELEMENTARY	762	762	635	39	16	83.00 %	0	0	560	73.00 %	14
BELLVIEW ELEMENTARY	884	884	628	46	14	71.00 %	0	0	720	81.00 %	16
BELLVIEW MIDDLE	1,551	1,395	991	64	15	71.00 %	0	0	970	70.00 %	15
BRATT ELEMENTARY	564	564	454	28	16	81.00 %	0	0	375	66.00 %	13
BRENTWOOD ELEMENTARY	567	567	472	31	15	83.00 %	0	0	527	93.00 %	17
SUCCESS ACADEMY	578	0	0	24	0	0.00 %	0	0	100	0.00 %	4
N B COOK ELEMENTARY	680	680	567	35	16	83.00 %	0	0	580	85.00 %	17
BLUE ANGELS ELEMENTARY	853	853	814	46	18	95.00 %	0	0	725	85.00 %	16
MOLINO PARK ELEMENTARY	756	756	458	36	13	61.00 %	0	0	418	55.00 %	12
GLOBAL LEARNING ACADEMY	836	836	580	45	13	69.00 %	0	0	730	87.00 %	16
BEULAH MIDDLE	1,618	0	825	71	12	0.00 %	0	0	1,110	0.00 %	16
KINGSFIELD ELEMENTARY	857	0	624	49	13	0.00 %	0	0	800	0.00 %	16
ESCAMBIA WESTGATE CENTER	381	381	195	37	5	51.00 %	0	0	210	55.00 %	6
BEULAH ELEMENTARY	1,023	1,023	920	53	17	90.00 %	0	0	725	71.00 %	14
WASHINGTON SENIOR HIGH	1,931	1,834	1,713	81	21	93.00 %	0	0	1,680	92.00 %	21
R C LIPSCOMB ELEMENTARY	952	952	844	50	17	89.00 %	0	0	750	79.00 %	15
JIM C BAILEY MIDDLE	1,486	1,337	1,392	66	21	104.00 %	0	0	1,190	89.00 %	18
NORTHVIEW SENIOR HIGH	662	529	468	28	17	88.00 %	0	0	480	91.00 %	17

EXHIBIT J

LINCOLN PARK ELEMENTARY	316	316	286	18	16	91.00 %	0	0	200	63.00 %	11
WEST FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY	1,707	1,621	0	67	0	0.00 %	0	0	851	52.00 %	13
GEORGE STONE TECHNICAL COLLEGE	1,146	2,020	1,272	56	23	63.00 %	0	0	751	37.00 %	13
PINE FOREST SENIOR HIGH	2,055	1,952	1,591	85	19	82.00 %	0	0	1,475	76.00 %	17
LONGLEAF ELEMENTARY	780	780	566	41	14	73.00 %	0	0	725	93.00 %	18
L D MCARTHUR ELEMENTARY	819	819	703	45	16	86.00 %	0	0	750	92.00 %	17
WEST PENSACOLA ELEMENTARY	685	685	526	36	15	77.00 %	0	0	425	62.00 %	12
J H WORKMAN MIDDLE	1,366	1,229	972	59	16	79.00 %	0	0	935	76.00 %	16
REINHARDT HOLM ELEMENTARY	669	669	449	36	12	67.00 %	0	0	446	67.00 %	12
JUDY ANDREWS SCHOOL	300	300	132	12	11	44.00 %	-300	-12	0	0.00 %	0
JOHN A GIBSON HEADSTART PROGRAM	218	0	0	11	0	0.00 %	0	0	0	0.00 %	0
MCMILLAN PRE-K CENTER	252	252	35	14	2	14.00 %	-252	-14	0	0.00 %	0
A K SUTER ELEMENTARY	645	645	565	34	17	88.00 %	0	0	505	78.00 %	15
J M TATE SENIOR HIGH	2,216	2,105	2,094	98	21	99.00 %	0	0	1,880	89.00 %	19
ERNEST WARD MIDDLE	706	635	486	30	16	77.00 %	0	0	425	67.00 %	14
WARRINGTON ELEMENTARY	624	624	320	33	10	51.00 %	0	0	400	64.00 %	12
WARRINGTON MIDDLE	1,268	1,141	808	53	15	71.00 %	0	0	658	58.00 %	12
C A WEIS ELEMENTARY	641	641	467	36	13	73.00 %	0	0	500	78.00 %	14
PENSACOLA SENIOR HIGH	1,975	1,876	1,380	82	17	74.00 %	0	0	1,430	76.00 %	17
PINE MEADOW ELEMENTARY	825	825	630	44	14	76.00 %	0	0	750	91.00 %	17
PLEASANT GROVE ELEMENTARY	632	632	595	34	18	94.00 %	0	0	550	87.00 %	16
SCENIC HEIGHTS ELEMENTARY	921	921	819	48	17	89.00 %	0	0	745	81.00 %	16
O J SEMMES ELEMENTARY	566	566	398	29	14	70.00 %	0	0	410	72.00 %	14
SHERWOOD ELEMENTARY	673	673	513	34	15	76.00 %	0	0	610	91.00 %	18
FERRY PASS ELEMENTARY	623	623	617	33	19	99.00 %	0	0	585	94.00 %	18
FERRY PASS MIDDLE	1,337	1,203	1,207	58	21	100.00 %	0	0	980	81.00 %	17
MONTCLAIR ELEMENTARY	526	526	366	27	14	70.00 %	0	0	310	59.00 %	11
MYRTLE GROVE ELEMENTARY	685	685	561	36	16	82.00 %	0	0	605	88.00 %	17
NAVY POINT ELEMENTARY	585	585	511	32	16	87.00 %	0	0	450	77.00 %	14
OAKCREST ELEMENTARY	525	525	519	28	19	99.00 %	0	0	500	95.00 %	18

BROWN BARGE MIDDLE	975	877	558	43	13	64.00 %	0	0	525	60.00 %	12
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	40	0	0	2	0	0.00 %	0	0	0	0.00 %	0
RANSOM MIDDLE	1,698	1,528	1,275	73	17	83.00 %	0	0	1,210	79.00 %	17
CORDOVA PARK ELEMENTARY	702	702	618	37	17	88.00 %	0	0	625	89.00 %	17
ENSLEY ELEMENTARY	463	463	380	25	15	82.00 %	0	0	423	91.00 %	17
ESCAMBIA SENIOR HIGH	2,160	2,052	1,697	88	19	83.00 %	0	0	1,575	77.00 %	18
	50,154	**45,938**	**37,310**	**2,394**	**16**	**81.22 %**	**-552**	**-26**	**36,584**	**80.61 %**	**15**

The COFTE Projected Total (36,584) for 2023 - 2024 must match the Official Forecasted COFTE Total (36,583) for 2023 - 2024 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2023 - 2024	
Elementary (PK-3)	12,216
Middle (4-8)	13,333
High (9-12)	11,035
	36,583

Grade Level Type	Balanced Projected COFTE for 2023 - 2024
Elementary (PK-3)	0
Middle (4-8)	0
High (9-12)	0
	36,584

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	Year 5 Total
OAKCREST ELEMENTARY	0	5	5	0	0	10
WARRINGTON MIDDLE	2	0	0	0	0	2
BEULAH ELEMENTARY	0	8	5	5	0	18
Total Relocatable Replacements:	**2**	**13**	**10**	**5**	**0**	**30**

Charter Schools Tracking

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2023 - 2024
Pensacola Beach Elementary	10	PRIVATE	2002	160	144	16	144
Beulah Academy of Science	14	PRIVATE	1998	300	290	8	300

Comprehensive Plan
Removal of Parcel from the Optional Sector Plan (amending map)
and assignment of a new Future Land Use Category
Staff Analysis

General Data

Project Name:	OSP 2020-01
Location:	1400 Highway 29 North
Parcel #s:	03-1N-31-1302-000-001
Acreage:	10.04 (+/-) acres
Request:	Opt-out of the Sector Plan and assign Future Land Use category
Current Zoning:	Low Density Residential district (LDR)
Future Land Use Requested:	Mixed Use Suburban (MU-S)
DSAP Land Use:	Conservation Neighborhood (Jacks Branch DSAP)
Applicant:	Frank Westmark, Agent for First Baptist Church of Cottage Hill, Owner
Meeting Dates:	Planning Board: October 6, 2020 BCC: November 5, 2020

Site Description and Summary of Proposed Amendment:

The property owner is requesting a parcel be removed from the Escambia County Mid-West Sector Plan (SP), in the Jacks Branch Detailed Specific Area Plan (DSAP). Within the DSAP, the existing land use for the parcels is Conservation Neighborhood with a maximum residential density of 3 du/acre.

The applicant's request is to assign a Future Land Use (FLU) designation of **Mixed-Use Suburban (MU-S)** to the parcel with no future development proposed at this time.

According to the Escambia County Property Appraiser, the parcel is vacant totaling 10.04 +/- acres.

Standard Map Amendment Criteria

1. Availability of Facilities and Services:

The availability of public facilities and services are necessary to accommodate existing and future development, to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and

agricultural areas. All level of service (LOS) standards are evaluated for compliance during the review processes stated in the Land Development Code (LDC) for proposed development.

A. Sanitary Sewer

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

CP Policy INF 1.1.7 Level of Service (LOS) Standards*. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

CP Policy INF 1.1.11 Required New Service Connection*. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

B. Solid Waste Disposal

Ensure the safe and efficient provision of solid waste services through coordination with service providers, maximized use of existing landfill facilities, maintenance of appropriate levels of service, promotion of recycling and reuse, and protection of natural resources.

CP Policy INF 2.1.2 **Perdido Landfill Operation.** Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.

CP Policy INF 2.1.4 **Level of Service (LOS) Standards.** The LOS standard for solid waste disposal will be 6 pounds per capita per day.

C. Potable Water

Ensure the safe and efficient provision of potable water services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, water conservation, and protection of natural resources.

CP Policy **INF 4.1.1 Service Agreements.** Potable water service will be provided at

established levels of service within Escambia County consistent with the Interlocal Agreement between the County and ECUA, the Escambia County Utilities Authority Act, and franchise agreements between Escambia County and other water service providers that were in operation on August 1, 1981.

CP Policy INF 4.1.6 Developer Responsibility. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

***CP Policy* INF 4.1.7 Level of Service (LOS) Standards.** The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Analysis: As shown in the tables in Section 4.03, Potable Water, of the Mid West Sector Plan document, an analysis was done to determine the infrastructure needed to support development within the DSAP area. Potable water for this area in the DSAP is supplied by Cottage Hill Waterworks. The level of service (LOS) for potable water within Escambia County is 250 gallons per residential connection per day and the non-residential uses are based on equivalent residential connection to be calculated by the service provider at the time of application. Wastewater is supplied to the region by Emerald Coast Utilities Authority with the LOS standards within Escambia County being 210 gallons per residential connection per day, and the non-residential uses are calculated by the service prover at the time of application. Solid waste service LOS is 6 pounds per capita per day. Potable water was analyzed for both the five year and the buildout development programs. A conceptual potable water distribution system was developed based upon this analysis and is available in Figure 4.03A of the DSAP document. Funding for any expansion or improvements to the potable distribution and water treatment systems within a service area are typically generated by the respective Utility Authority.
At the time of submittal, the applicant's analysis documented that there is no development proposed at this time, however all the LOS standards for sanitary sewer, potable water, and waste disposal must be identified and reviewed for any proposed development.

D. Stormwater Management

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

Analysis: Based on the DSAP's original analysis for stormwater in areas of the Sector Plan, stormwater systems should be developed as regional systems and encompass multiple areas of development. Attempts should be made to design stormwater treatment and attenuation systems and supporting conveyance pipes and swales as complete systems. All developments are required to meet or exceed the standards established by the Northwest Florida Water Management District (NWFWMD). The applicant stated that there is no proposed development at this time. Compliance with adopted stormwater management provisions will be reviewed and confirmed prior to any site development plan approval.

E. Traffic

Continue to provide a safe, convenient, efficient, and cost-effective multimodal transportation system and roadway network for present and future residents.

CP Policy **MOB 1.1.1 Level of Service (LOS) Standards.** Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for Strategic Intermodal System (SIS) facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.

CP Policy **MOB 1.1.2 On-site Facilities.** All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

MOB 1.1.7 Access Management. Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

Analysis: Based on Section 4.02 in the Public Facilities Plan under the Midwest Sector Plan, a transportation analysis was conducted on different roadways and segments evaluating the existing facilities and travel characteristics as well as the potential impacts and road capacity needs for the five year interim period and the buildout of the plan. A review of the area shows that various transportation improvements are planned

near the DSAP, including capacity expansions of US 29, Interstate 10, and Nine Mile Road. The County's Traffic and Transportation department has provided comments.

At the time of submittal, the applicant stated there is no proposed development for this parcel. Any development application will require submittal, review, and approval thru the Site Plan Review process, meeting all the requirements of the LDC and Comprehensive Plan.

F. Recreation and Open Space

The purpose of the Recreation and Open Space Element is to ensure adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities. These facilities may include, but are not limited to, natural reservations, parks and playgrounds, trails, beaches and public access to beaches, open spaces, and waterways.

Analysis: Conservation Neighborhoods are intended to provide a more efficient and environmentally protective development pattern. As per Mid-West Sector Plan, Section 3.03, Conservation Neighborhood Guidelines, Open Space, the intent is to be low density, clustered communities with an interconnected open space that will serve to protect and preserve areas of significant natural resources and wildlife habitat while offering passive recreational opportunities to residents. Parks and recreational facilities within a neighborhood will promote physical activity as well as adding to the overall value of the area.
The applicant stated that there is no proposed development for the parcel, however, any future development must go through the Development Review process and meet all standards for Recreation and Open Space in the Comprehensive Plan.

G. Public School Facilities

***CP Policy* ICE 1.1.2 Interlocal Agreements.** Escambia County will implement adopted interlocal agreements with the Escambia County School Board, the City of Milton, the City of Pensacola, the City of Gulf Breeze, and Santa Rosa County so as to provide for coordination and evaluation of development proposals that affect the bays, bayous, sound, or gulf (including estuaries and estuarine systems).

Analysis: As per the Sector Plan, Section 4.08, for Schools, an analysis was completed for the purposes of estimating DSAP impacts for both the five year and buildout conditions. Based on the public records of Escambia County, the assigned schools that service the area are Jim Allen, Ransom and Tate. The school district staff is part of the Site Plan Review process having the ability to comment on all proposed projects in Escambia County. The applicant stated there are no plans to develop and although any increase in density may or may not have an influence on student population, the exact number of students cannot be calculated until a plan is submitted thru the Site Plan Review process.

2. Impact on Natural Resources

A. Wellheads

CP Policy CON 1.4.1 Wellhead Protection. Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

Analysis: Based on the Geographical Information System (GIS) layer, the subject parcel is not located in a wellhead protection area.

B. Historically Significant Sites

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The applicant provided documentation stating there are no previously recorded historical resources within the parcel. The Escambia County Comprehensive Plan has a section for historical preservation and at any time during development if artifacts are discovered, they are to cease construction under policy OBJ FLU 1.2 Historic Resources, in the Escambia County Comprehensive Plan.

C. Natural Environment

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC.*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

***Analysis*:** As stated in the Sector Plan document, Section 5.01, Natural Resources, the DSAP contains significant wetland systems that are listed as a Regionally Significant Natural Resource by the Emerald Coast Regional Planning Council and the final design was to avoid and minimize wetland impacts to the greatest extent possible. The applicant stated that there is no development proposed on the subject parcel. Once a project is proposed, the application will be reviewed and must receive approval through the Site Plan Review process.

***3.* Comprehensive Plan requirements for changes to an existing DSAP.**

OBJ FLU 16.6 Specific Area Plans

Changes to an Existing DSAP: Any addition or deletion of property or changes to the neighborhood, center or district boundaries in an approved DSAP shall follow the County's established processes. It shall include an evaluation and analysis of the impacts to the approved or planned land uses and the ability of the proposed amendment to meet the principles and guidelines outlined in this plan. Such additions or deletions shall not be designed to create remnant areas or fragmented DSAPs.

Evaluation and Analysis. In recognitions of the benefits of long-range planning for specific areas, Escambia County adopted the Sector plan which is intended to promote long-term planning for development and conservation. The primary component of the Sector plan is two DSAP land use plans. The two DSAP land use plans, Muscogee DSAP and Jacks Branch, capture the consensus long-term vision for the area. Both DSAPs were assigned development types and associated densities based on the proportionate share of the overall sector plan.
The total developable land under the Muscogee DSAP, located in the southern section of the SP, is approximately 3,380 acres; under the Jacks Branch DSAP, located in the northern section of the SP, the total developable land is approximately 5,231.70 acres, as can be identified in Figure 2.01A, Attachment A.

The subject parcel is in the southeast area of the Jacks Branch DSAP with access from Highway 29. Analysis of the areas under the DSAP Land Use Plan designated the parcel as being Conservation Neighborhood. If approved, the requested removal of the parcel would not create a fragmented DSAP in Section JB-51 with 10 parcels.

4. Parcel size in relation to the individual DSAP land use category and in relation to the overall Sector Plan, and the aggregate acreage of any granted opt-outs.

The total developable acreage in the entire Sector Plan is 8,611.80 acres. Based on staff calculations, utilizing data from DSAP document Section 2.02, the applicant's parcel totaling 10.04 +/- acres, represent 0.11% of the existing developable acreage of the **Sector Plan*.***

Under Section 2.02 Development Program calculation tables, (page 34 of the DSAP) the total residential developable acreage of the **Jacks Branch DSAP** under the

Conservation Neighborhood Land Use is 2,565.6 acres. Removal of the applicant's 10.04 +/- acres will result in a **0.39% decrease** in developable acres.

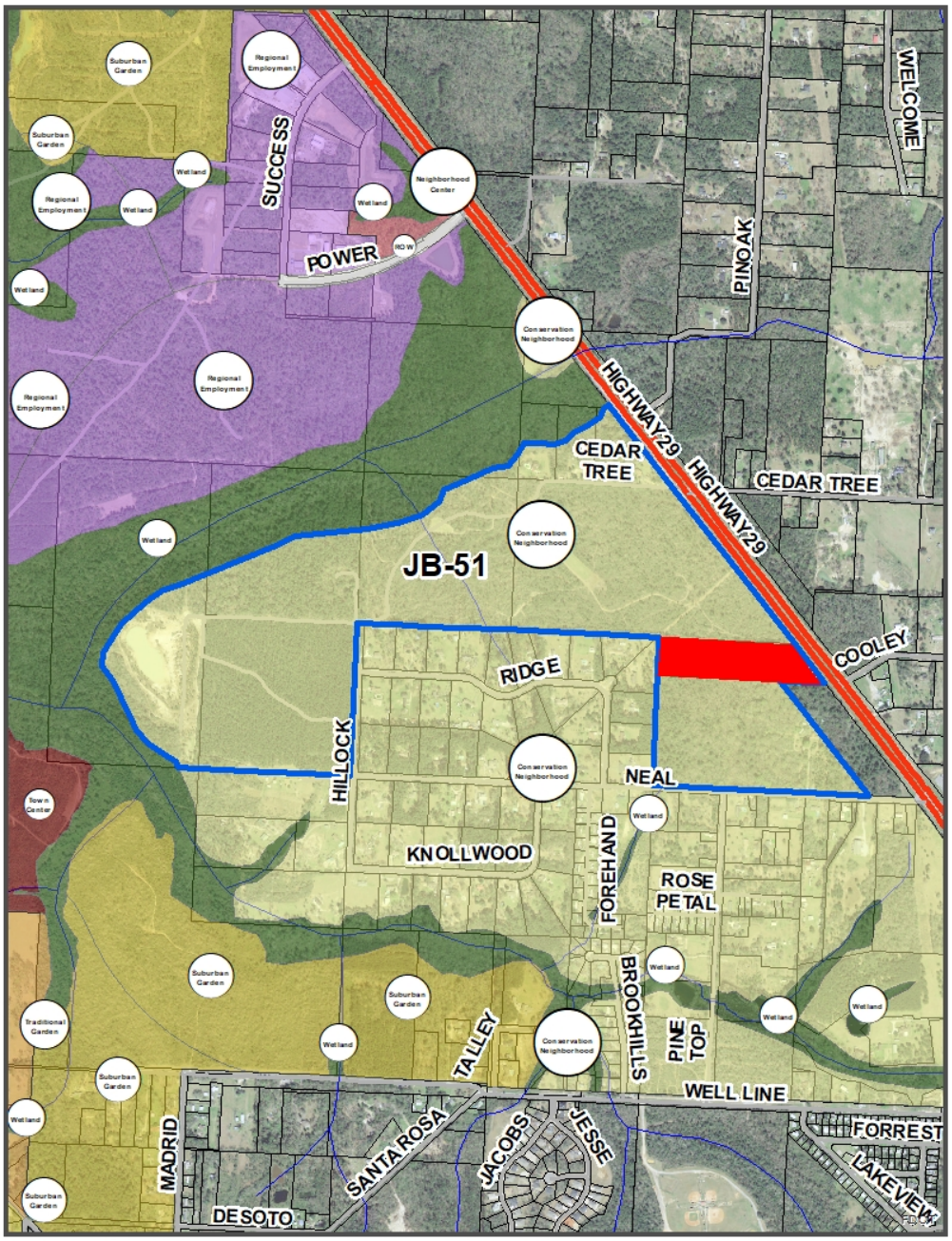


Figure A

The specific Jacks Branch DSAP Land Use for parcels in sections JB-51 (Figure A) is identified as **Conservation Neighborhood** with total dwelling unit development allowances assigned as follows:

JB-51 section total development acreage 238.9 acres
-low density x (0.1) yielding a total density of 23 dwelling units

-medium density x (1) yielding a total density of 238 dwelling units
-high density x (3) yielding a total density of 716 dwelling units

Derived from the analysis of the baseline data we can identify the following trends:

JB-51 section
a. the applicant's parcel area represents 0.11% of the total developable area.
b. removal of the applicant's 10.04 (+/-) acres from the total developable acreage for section JB-51, will result in a reduction of 30.12 total dwelling units under the high-density allocation.

This is the **sixth Opting-Out request** submitted to and processed by County staff. If approved, the total Sector Plan aggregate acreage will be **135.14.**

The original Sector Plan profile identified approximately 15,000 acres of land, the availability of infrastructure and public services and the protection of natural resources; the calculations used to complete the maximum development scenario for the Plan were specific and resulted in a **balanced jobs-to-housing ratio**. Changes to or variations of any of the original data used for the plan could hinder the balance and the viability of attaining the SP goals and objectives.

Assuming a maximum theoretical buildout under the mixture of uses, the DSAP area would produce approximately 27,145 jobs. When analyzed using the maximum residential build-out of 23,000 dwelling units, the result, is a jobs-to- employed residents' ratio of **1.19**. It should be noted that although there is no single perfect ratio, an area is generally considered to be "balanced" if it has a jobs-to-housing ratio of roughly **0.8 to 1.2.** If the proposed amendment is approved the resulting **job-to-housing ratio will be 1.20.**

5. The existing transportation infrastructure and any effect the proposal may have on the capacity of that infrastructure.

TTO Staff has reviewed the Sector Plan Opt-Out Case OSP-2020-01, 1400 Highway 29(parcels 301N312203001001), agenda item for the Planning Board meeting scheduled for October 6, 2020. Please see the below comments.

The property in question is located on the west side of Highway 29 North. Highway 29 North is a 4-lane divided roadway with 12-foot lanes. The right-of-way is approximately 200 feet and the posted speed is 65 MPH.

FDOT has no project listed for this section of Highway 29 N. in their five-year work program, FY 2021-2025. Also, there are no on-going or programmed projects on Highway 29 N. showing in the County's Capital Improvement Program (CIP).

Per the TPO's Congestion Management Process Plan, this section of Highway 29 N. is classified as a rural arterial with a FDOT target daily vehicular capacity of 41,790 (LOS D). The daily volume was recorded as 21,000 for 2019.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

6. The underlying zoning district and the compatibility with the surrounding DSAP Land Use designation.

The existing parcel is currently zoned Low-Density residential (LDR). If removed from the SP, the following range of permitted uses are allowed under the existing zoning district:

Sec. 3-2.5 Low Density Residential district (LDR).

(a) Purpose. The Low Density Residential (LDR) district has a density of four dwellings units per acre. The district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.

(b) Permitted uses. Permitted uses within the LDR district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes only within existing manufactured home parks or subdivisions, or on land zoned SDD prior to adoption of LDR zoning. No new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots two acres or larger. Attached single-family dwellings and zero lot line subdivision only on land zoned V-5 or SDD prior to adoption of LDR zoning.

c. Two-family dwellings and multi-family dwellings up to four units per dwelling (triplex and quadruplex) only on land zoned V-5 or SDD prior to adoption of LDR zoning.

See also conditional uses in this district.

(2) Retail sales. No retail sales.

(3) Retail services. No retail services.

(4) Public and civic.

a. Cemeteries, family only.

b. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private only.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. On land not zoned SDD prior to adoption of LDR zoning, agricultural production and storage is limited to food primarily for personal consumption by the producer. The following additional agricultural uses are allowed on lands zoned SDD prior to LDR zoning:

a. Agriculture, but no farm animals except horses and other domesticated *equines* kept on site, and stables for such animals, accessory to a private residential use with a minimum lot area of two acres and a maximum of one animal per acre.

b. Aquaculture, marine or freshwater.

c. Produce display and sales of fruit, vegetables and similar agricultural products.

d. Silviculture

The Escambia County Land Development Code defines compatibility as a condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition. The character and intensity of the LDR zoning district **is compatible** with the low densities in the Conservation Neighborhood.
The DSAP Land Use for the surrounding parcels is strictly Conservation Neighborhood; based on the Residential Guidelines language, the Conservation Neighborhood Land Use is designed to allow clustered subdivisions of detached housing, with a maximum density of 3 dwellings units per net acre.

7. The consistency of any requested Future Land Use designation with the underlying zoning.

Should the Opt-Out be approved, and the MU-S Future Land Use category assigned, the most intense use will be dictated by the LDR zoning category, which allows for residential developments of 4 du/acre. The requested **MU-S** FLU category **will be consistent** with the underlying zoning uses densities and intensities allowed by LDR. From the Escambia County 2030 Comprehensive Plan:

FLUM Mixed-Use Suburban (MU-S)

General Description: Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.

Range of Allowable Uses: Residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture.

Standards:

Residential Maximum Density: 25 du/acre
Non-Residential Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:
a) Residential 8% to 25%

b) Public/Rec/Inst. 5% to 20%
c) Non-Residential:
Retail Service-30% to 50%
Office-25% to 50%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:
a) Residential 70% to 85%
b) Public/Rec/Inst. 10% to 25%
c) Non-Residential 5% to 10%

8. Previous FLU designation

Prior to adoption of the DSAP, the FLU designation for this parcel was The Cottage Hill/Quintette Area (Area #15) which stated approximately 70 percent of the lands within the node shall remain in agricultural uses, 25 percent may be developed in residential uses and five percent may be developed in commercial or light industrial uses. The intensity of the nonresidential uses shall be defined by limiting the maximum amount of impervious surface to 82 percent and a floor area ratio of 1.1.

9. Analysis to consider whether the applicant lost development rights or was effectively downzoned as part of the Sector Plan adoption.

The vacant 10.04 (+/-) acre parcel had a FLU designation of Activity Area 15 (AA15). Table, 7-1 under Chapter 7 of the 2020 Comprehensive Plan, Policy 7.A.4.8: Rural Densities, established the density of residential uses in the agriculture, rural and activity area (nodes). The residential density, lot sizes, clustering, and size of proposed new subdivisions would have been governed by the table based on the location of proposed development site and its relationship to an activity node. Any development at that time would have been required to meet the design standards in the LDC or submit a proposal for development, however, there is no record that the property owner submitted a plan or received an approved Development Order, therefore there is no evidence that development rights were lost.

Prior to the adoption of the Mid-West Escambia Sector Plan, the parcel was zoned Villages Rural Residential, VR-2 The Villages Rural Residential zoning districts where characterized by rural land development patterns, as stated in the previous zoning district of VR-2, in the prior LDC. The VR-2 densities reflected the need for more affordable lot sizes for single family and mobile home development allowing for 1 du/.75 acre. Based on the available data, **the residential density** for the parcel were in-fact **increased** by the adoption of the Sector Plan and the assignment of the Conservation Neighborhood Land Use under the DSAP, which provides a maximum allowance of 3 du/acre.

If approved, any future development associated with this parcel will be evaluated during the Site Plan Review process. The review will utilize the current zoning regulations

addressing and minimizing any potential impacts that the proposed development could have on the characteristics of the existing low to mid-density residential development listed under the SP's Land Uses.

If approved, the SP boundary map will be adjusted accordingly, to reflect the removal of the parcel from the Plan as shown in Attachment B.

If approved the parcels will be assigned the Future Land Use Category of MU-S as shown in Attachment C.

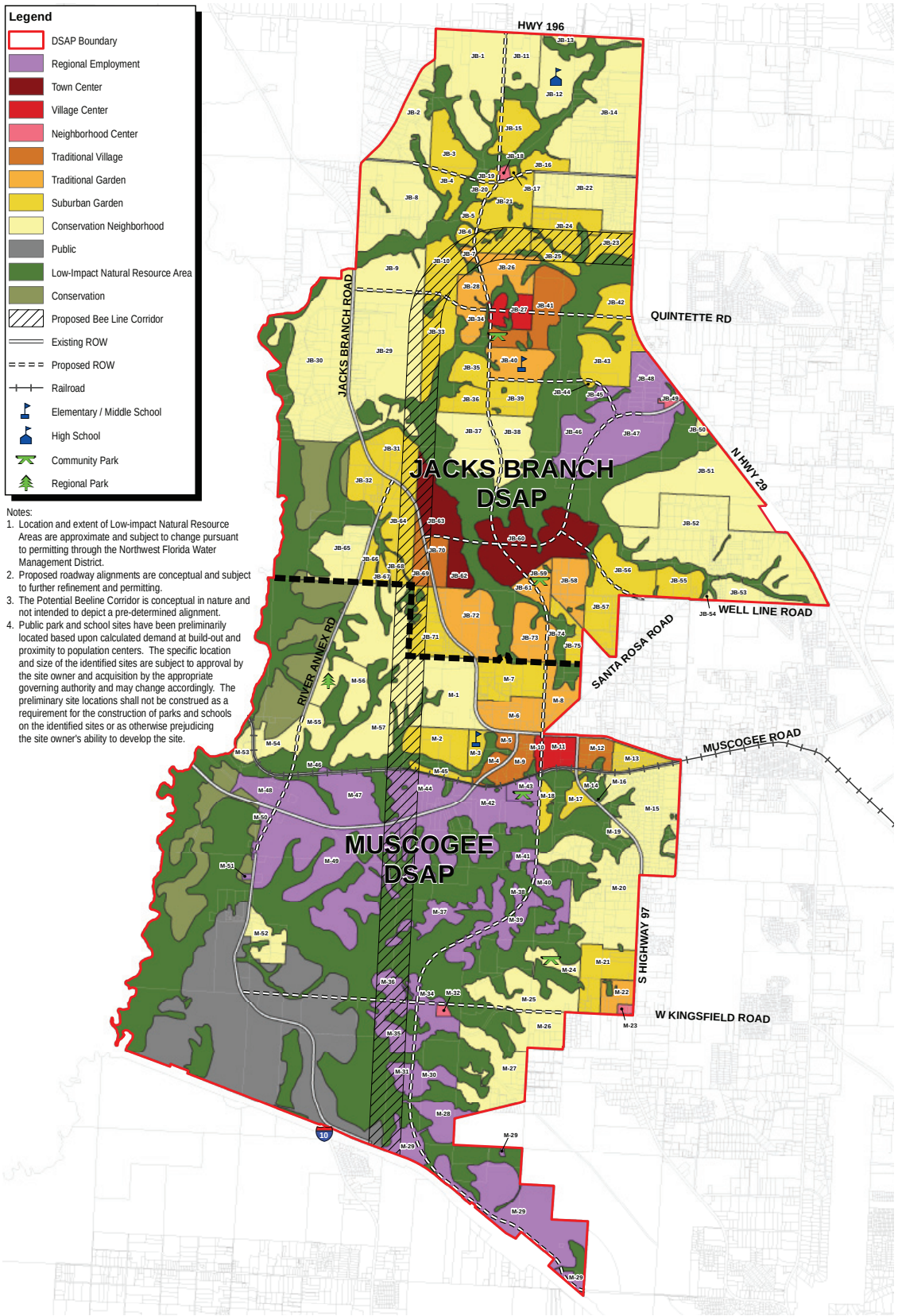
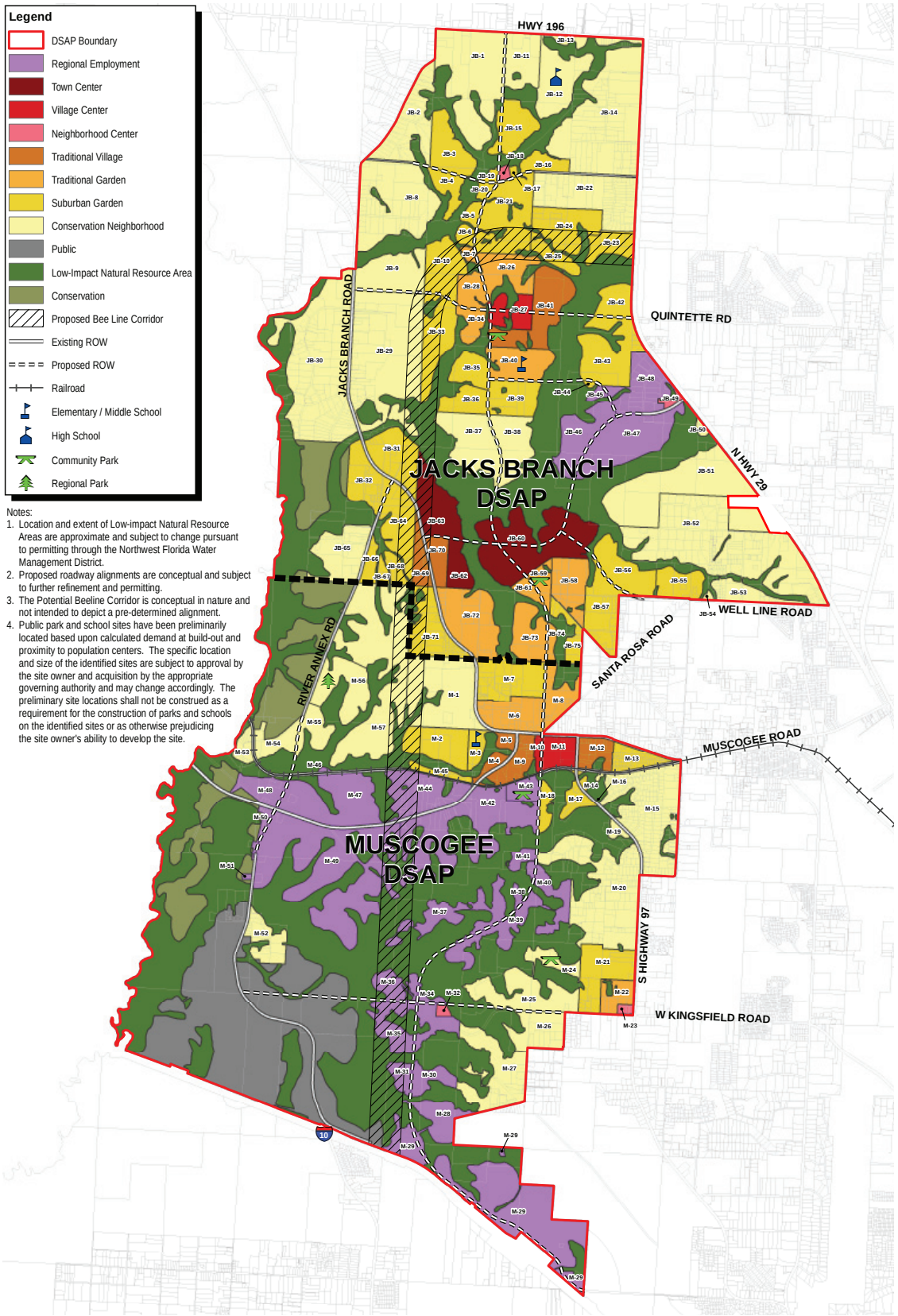


Figure 2.01.A Final Land Use Plan



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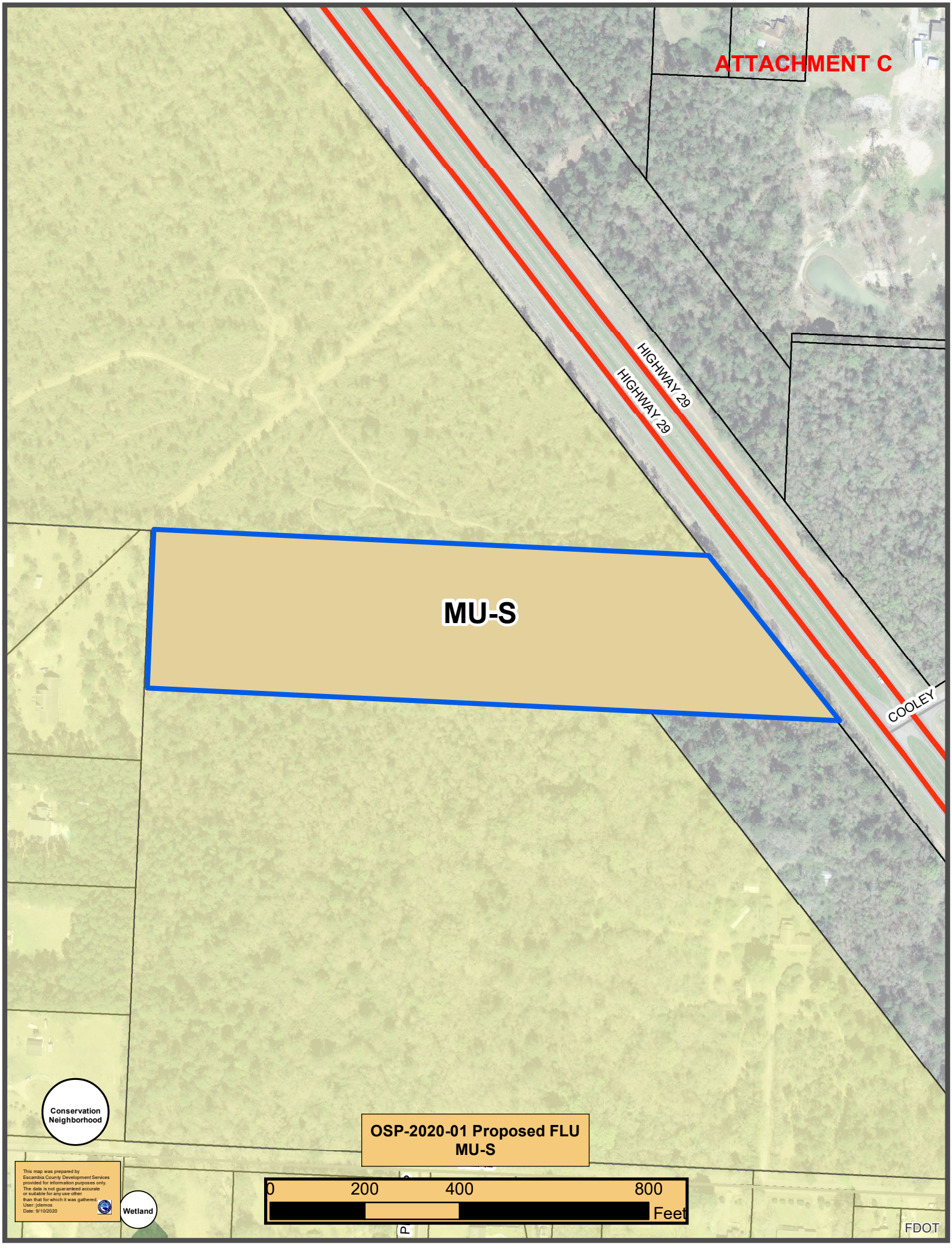
ATTACHMENT C
HIGHWAY 29
HIGHWAY 29
MU-S
COOLEY
Conservation
Neighborhood
OSP-2020-01 Proposed FLU
MU-S
This map was prepared by
Escambia County Development Services
provided for information purposes only.
The data is not guaranteed accurate
or suitable for any use other
than that for which it was gathered.
User: jclemos
Date: 9/10/2020
Wetland
0
200
400
800
Feet
FDOT

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

DATE: **September 24, 2020**

RE: **Transportation & Traffic Operations (TTO) Comments – OSP-2020-01**

TTO Staff has reviewed the Sector Plan Opt-Out Case OSP-2020-01 1400 Highway 29 North, agenda item for the Planning Board meeting scheduled for October 6, 2020. Please see the below comments.

The property in question is located on the west side of Highway 29 North. Highway 29 North is a 4-lane divided roadway with 12-foot lanes. The right-of-way is approximately 200 feet and the posted speed is 65 MPH.

FDOT has no project listed for this section of Highway 29 N. in their five-year work program, FY 2021-2025. Also, there are no on-going or programmed projects on Highway 29 N. showing in the County's Capital Improvement Program (CIP).

Per the TPO's Congestion Management Process Plan, this section of Highway 29 N. is classified as a rural arterial with a FDOT target daily vehicular capacity of 41,790 (LOS D). The daily volume was recorded as 21,000 for 2019.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: **Horace Jones, Development Services Department Director**
Joy Jones, P.E., Engineering Department Director
Christine Fanchi, P.E., Transportation Engineer
John C. Fisher, Development Services Department

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/6/20

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Theresa Blackwell

*Address: _____ *City, State, Zip: _____

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10/6/20

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: 6A

_____ In Favor V Against

*Name: Theresa Blackwell

*Address: 9535 Tower Ridge Rd *City, State, Zip: Pcola 32526

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10-6-2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: OSP-2020-01

*Name: Elizabeth Westmark

*Address: PO Box 575 *City, State, Zip: Cantonment, FL 32533

Email Address: ejwestmark@gmail.com Phone: 850-937-1835

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Oct. 6, 2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

6A - Case OSP2020-01

*Name: Jacqueline Rogers

*Address: 1420 Ridge Way *City, State, Zip: Cantonment, FL 32533

Email Address: jacquelinerogers13@gmail.com Phone: _____

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

Data & Analysis? Do our findings of facts meet those standa

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10-06-20

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

/ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: OSP-2020-01

*Name: David Brannen

*Address: 10480 Tower Ridge *City, State, Zip: Pensacola FL

Email Address: Dave@Bayside.cc Phone: 850 434-7700
232-3000

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Title block OSP-2020-01

Date: 09/09/20

Date requested back by: 09/14/20

Requested by: A Lindsay

Phone Number: _____

(LEGAL USE ONLY)

Legal Review by Kia M. Johnson

Date Received: 9/10/2020

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY MID-WEST SECTOR PLAN, FINAL LAND USE PLAN, FIGURE 2.01.A, REMOVING A PARCEL WITHIN SECTION 03, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 1302-000-001 TOTALING 10.05 (+/-) ACRES, LOCATED ON N. HIGHWAY 29, FROM THE ESCAMBIA COUNTY MID-WEST SECTOR PLAN; FURTHER AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, ASSIGNING A FUTURE LAND USE CATEGORY TO A PARCEL WITHIN SECTION 03, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 1302-000-001 TOTALING 10.05 (+/-) ACRES, OF MIXED USE SUBURBAN (MU-S); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 16, FLU 16.6.1.V of the Escambia County Comprehensive Plan provides guidelines for removing properties from an approved DSAP; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the boundaries of the Escambia County Mid-West Sector Plan, Final Land Use Plan Map, Figure 2.01.A, Attachment "A;" and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

DRAFT

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Map Amendment

This Final Land Use Plan Map amendment shall be entitled – "Opting-Out Escambia County Mid-West Sector Plan OSP 2020-01."

Section 3. Changes to the Final Land Use Plan

The Final Land Use Plan (Figure 2.01.A) as adopted in the Escambia County Mid-West Sector Plan, Land Use Plan and Development Program, and all notations, references and information shown thereon, is further amended to remove the following parcel:

> A parcel within Section 03, Township 1N, Range 31W, parcel number 1302-000-001 and totaling 10.05 (+/-) acres, located on N. Highway 29.

The amended Final Land Use Plan Map boundary is reflected in Attachment “B.”

Section 4. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Opting-Out Escambia County Mid-West Sector Plan OSP 2020-01."

Section 5. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel within Section 03, Township 1N, Range 31W, parcel number 1321-000-001 and totaling 10.05 (+/-) acres, located on N. Highway 29, included as Attachment “C,” **assigning a FLU of Mixed-Use Suburban (MU-S).**

DRAFT

Section 6. Severability

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

Section 7. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: Kia M. Johnson, ACA

Date: 09-14-2020

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

PB:10-06-20
BCC: 11-10-20
Re: Opt-Out 2020-01
Draft: legally sufficient

DRAFT

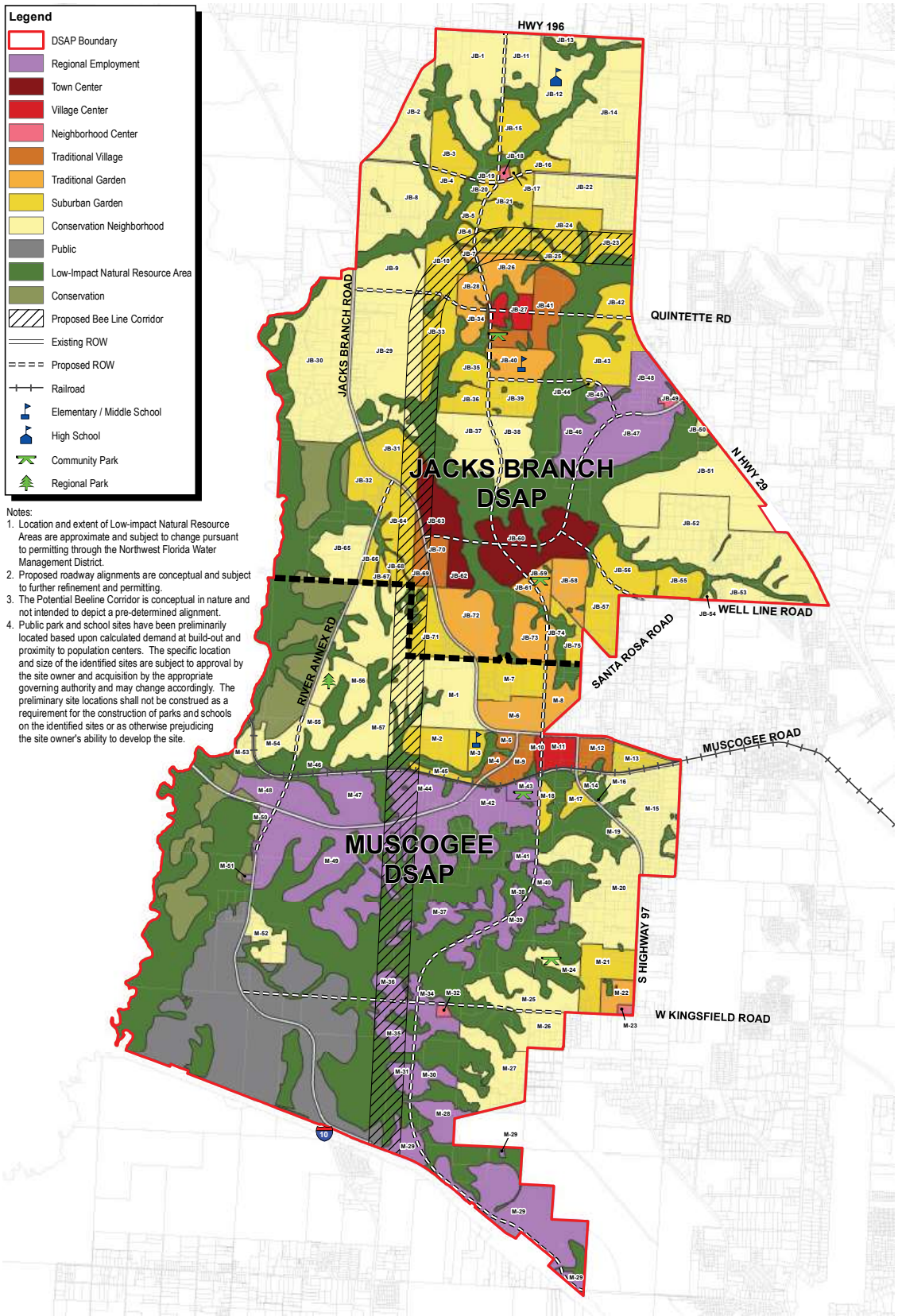


Figure 2.01.A Final Land Use Plan

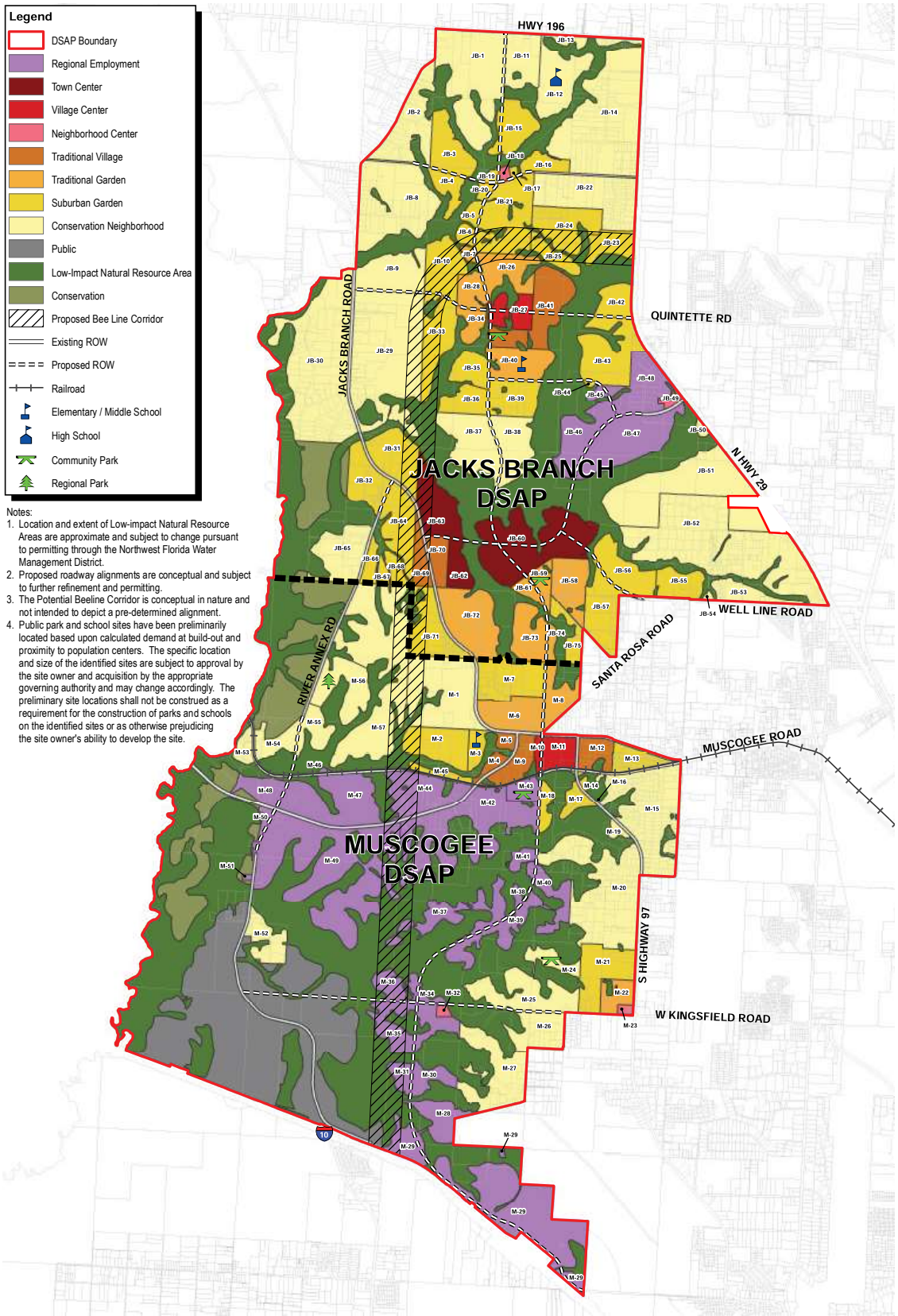
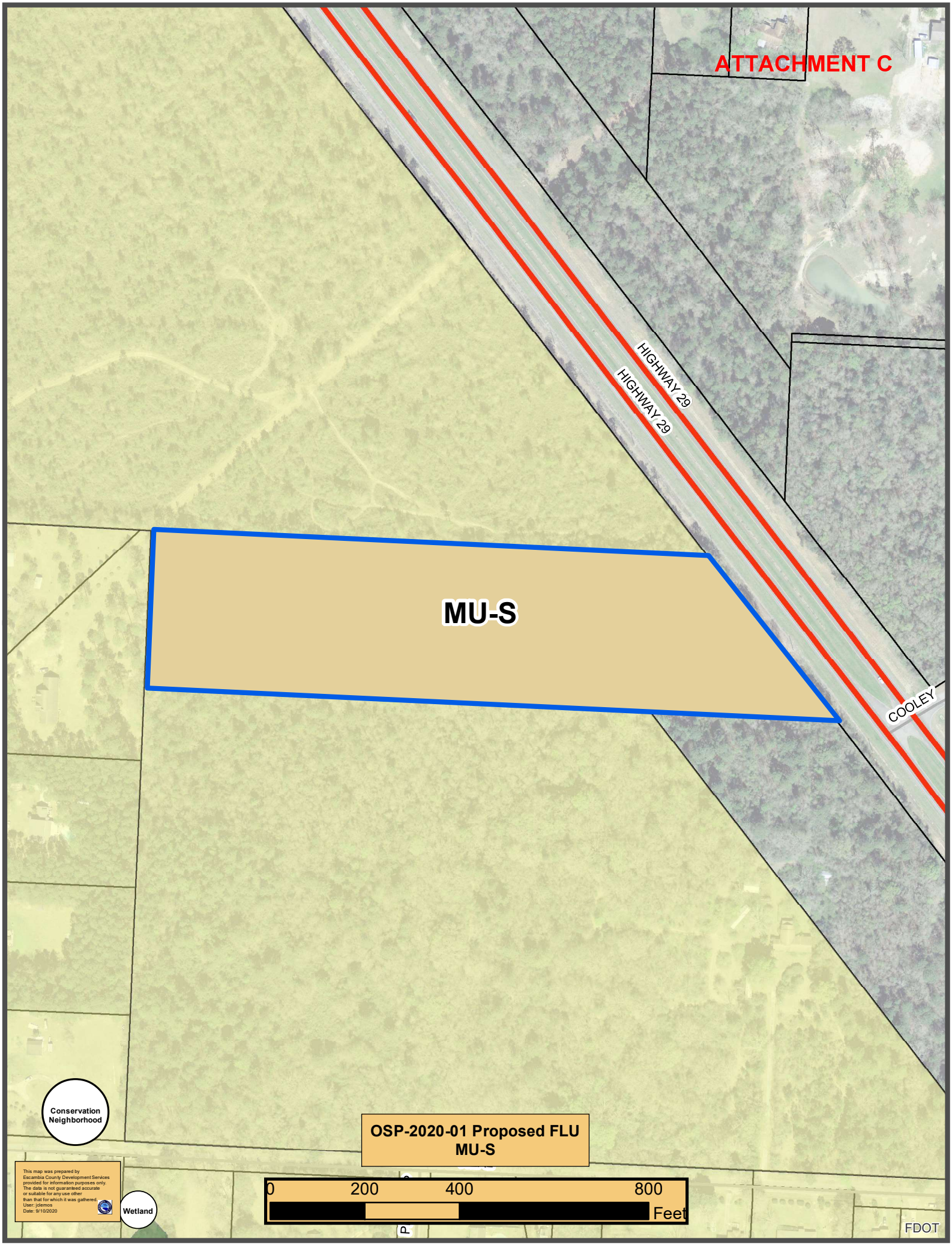


Figure 2.01.A Final Land Use Plan


ATTACHMENT C
HIGHWAY 29
HIGHWAY 29
MU-S
COOLEY
Conservation
Neighborhood
OSP-2020-01 Proposed FLU
MU-S
This map was prepared by
Escambia County Development Services
provided for information purposes only.
The data is not guaranteed accurate
or suitable for any use other
than that for which it was gathered.
User: jclemos
Date: 9/10/2020
Wetland
0
200
400
800
Feet
FDOT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18768 **Growth Management Report 10. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 11/05/2020
Issue: 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Removing a Parcel from the County DSAP and Assigning a Compatible FLU - OSP-2020-02
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Removing a Parcel from the County DSAP and Assigning a Compatible FLU - OSP-2020-02

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity, (DEO), an Ordinance amending the Escambia County Mid-West Sector Plan, Final Land Use Plan, Figure 2.01.A, removing a parcel within Section 03, Township 1N, Range 31W, Parcel Number 3401-000-000, totaling 19.34 (+/-) acres, located on Pine Top Lane, from the Escambia County Mid-West Sector Plan; further amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use Map, assigning a Future Land Use category to a parcel within Section 03, Township 1N, Range 31W, Parcel Number 3401-000-000, totaling 19.34 (+/-) acres, of Mixed-Use Suburban (MU-S).

This hearing serves as the first of two public hearings.

Please note that the October 1, 2020, GMR Consent Item included an inadvertent reference to the "Muscogee Detailed Specific Area Plan." It should have read "Jacks Branch Detailed Specific Area Plan."

BACKGROUND:

The applicant is requesting to remove parcel from the Mid-West Escambia County Sector Plan, Jacks Branch Detailed Specific Area Plan (DSAP), and also requesting assignment of a Future Land Use category of Mixed-Use Suburban (MU-S). The subject parcel is located on the corner of Well Line Road and Pine Top Lane.

Based on the public records of Escambia County, the Escambia County Property Appraiser, there is NON-AG acreage on-site. The current underlying zoning for the parcel is LDR, with a maximum residential development allowance of 4 du/acre. The applicant is also requesting that the BOCC assign a Future Land Use (FLU) category of MU-S. The applicant stated that there is no immediate proposed development for the sites.

The existing Land Use derived from the adopted DSAP Final Land Use Plan, identifies the parcel under the Conservation Neighborhood designation, with a maximum residential development allowance of 3 du/acre.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by the County Attorney office. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

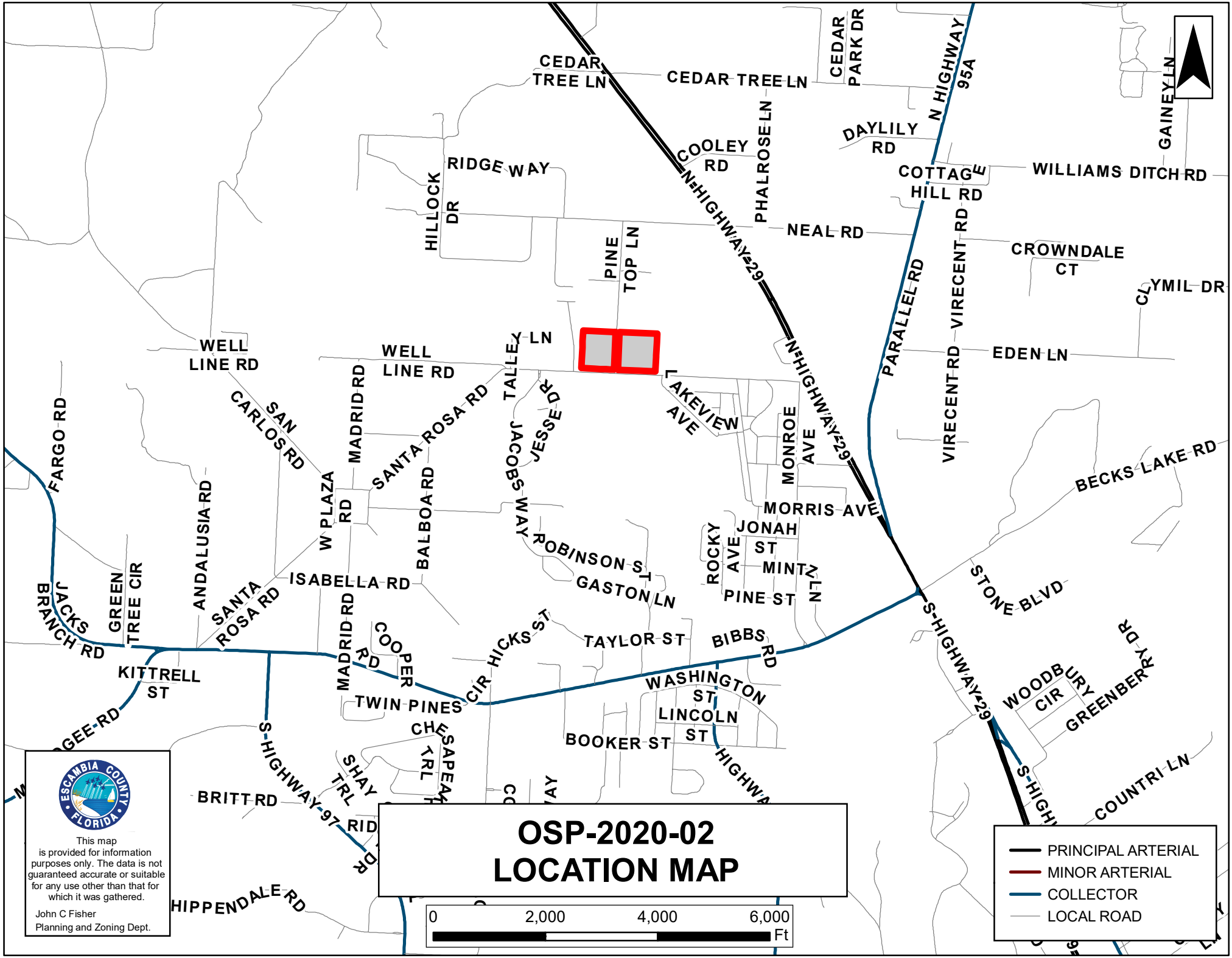
This Ordinance, assigning a new Future Land Use category and amending the Land Use Plan Map which is a part of the Mid-West Sector Plan will be filed with the Department of State following adoption by the board.

The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

OSP-2020-02 Working Case File

OSP-2020-02


CEDAR TREE LN
CEDAR TREE LN
CEDAR PARK DR
N HIGHWAY 95A
GAINEY LN
DAYLILY RD
COOLEY RD
PHALROSE LN
RIDGE WAY
HILLOCK DR
COTTAGE HILL RD
WILLIAMS DITCH RD
N HIGHWAY 29
NEAL RD
PINE TOP LN
CROWNDALE CT
CLYMIL DR
PARALLEL RD
VIRECENT RD
VIRECENT RD
EDEN LN
WELL LINE RD
WELL LINE RD
TALLEY LN
LAKEVIEW AVE
JESSE DR
JACOBS WAY
MONROE AVE
N HIGHWAY 29
BECKS LAKE RD
FARGO RD
SAN CARLOS RD
MADRID RD
SANTA ROSA RD
W PLAZA RD
BALBOA RD
ANDALUSIA RD
MORRIS AVE
JONAH ST
ROCKY AVE
MINT LN
PINE ST
ROBINSON ST
GASTON LN
ISABELLA RD
SANTA ROSA RD
JACKS BRANCH RD
GREEN TREE CIR
STONE BLVD
S HIGHWAY 29
MADRID RD
COOPER RD
CIR
HICKS ST
TAYLOR ST
BIBBS RD
WASHINGTON ST
LINCOLN ST
BOOKER ST
TWIN PINES
KITTRELL ST
WOODBURY CIR
GREENBERRY DR
CHESAPEAKE TRL
SHAY TRL
S HIGHWAY 97
BRITT RD
COUNTRI LN
HIPPENDALE RD
OSP-2020-02
LOCATION MAP
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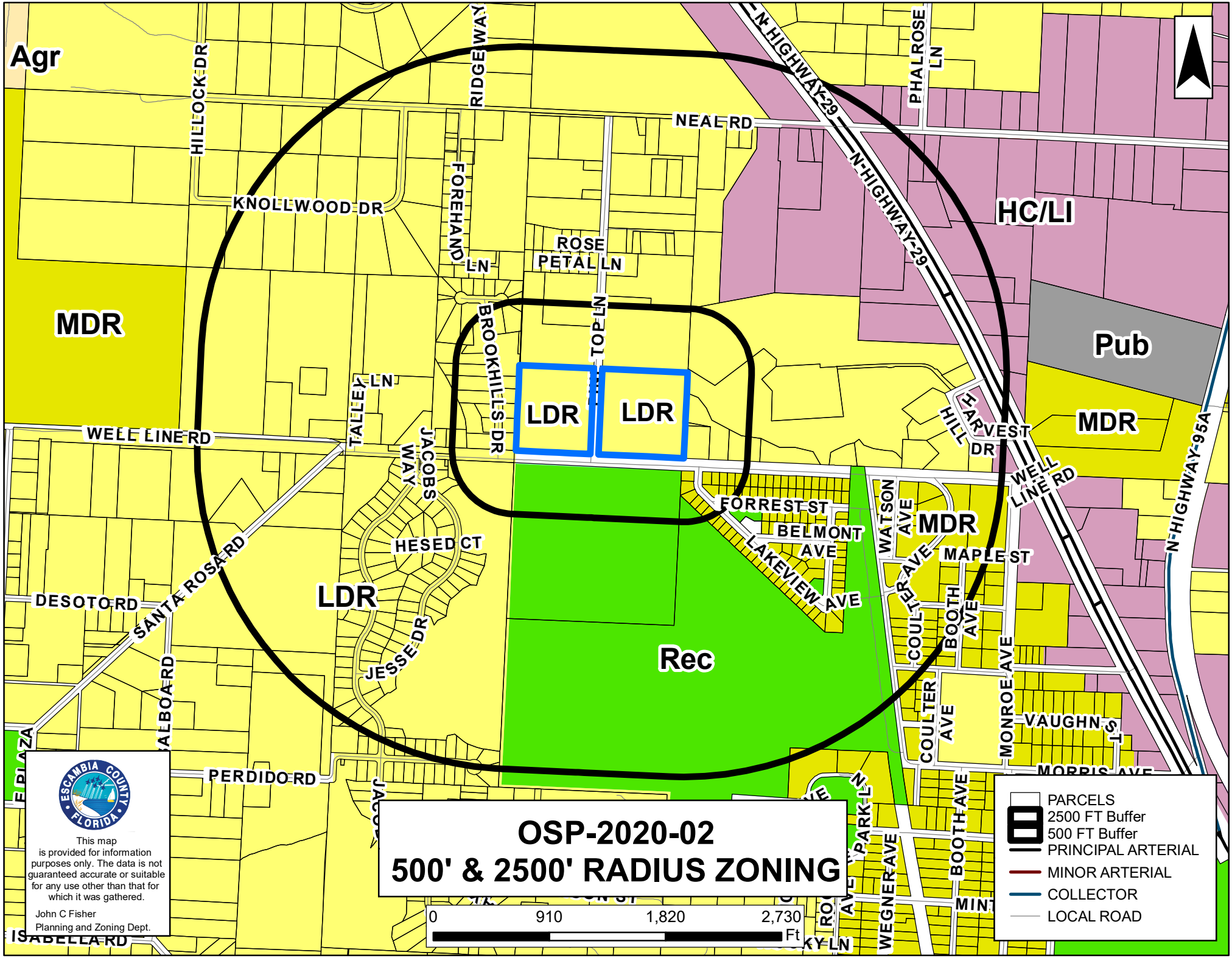
4,000
6,000
Ft
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


Agr
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HILLOCK DR
RIDGEWAY
NEAL RD
N HIGHWAY 29
PHALROSE LN
KNOLLWOOD DR
FOREHAND LN
ROSE PETAL LN
TOP LN
BROOKHILLS DR
TALLEY LN
WELL LINE RD
JACOBS WAY
HESED CT
SANTA ROSA RD
DESOTO RD
JESSE DR
PERDIDO RD
FORREST ST
BELMONT AVE
LAKEVIEW AVE
WATSON AVE
COULTER AVE
BOOTH AVE
MAPLE ST
MONROE AVE
VAUGHN ST
HARVEST HILL DR
N HIGHWAY 95A
PARK LN
WEGNER AVE
ISABELLA RD
OSP-2020-02
500' & 2500' RADIUS ZONING
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1,820
2,730
Ft
PARCELS
2500 FT Buffer
500 FT Buffer
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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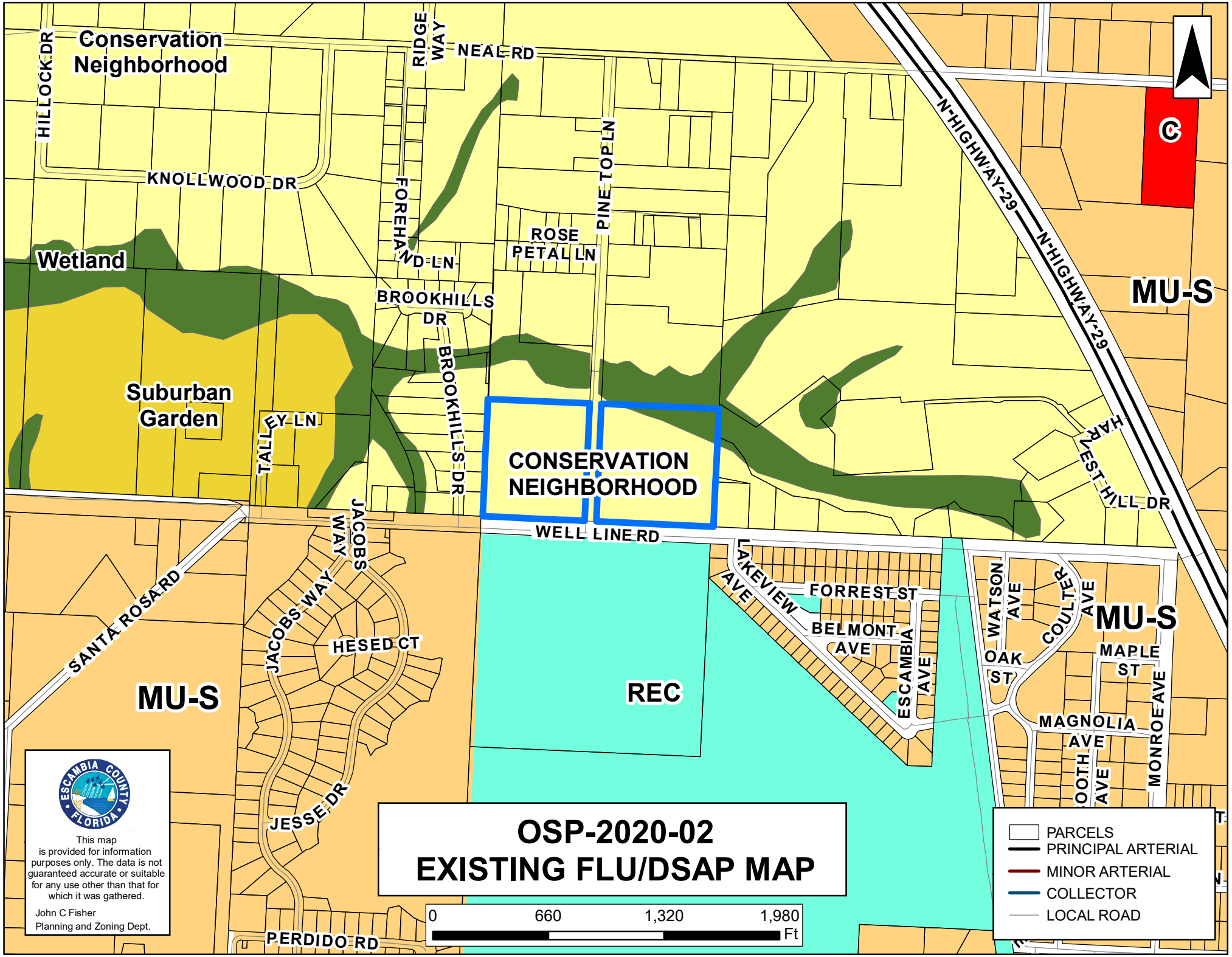
Conservation Neighborhood
HILLOCK DR
RIDGE WAY
NEAL RD
KNOLLWOOD DR
FOREHAND LN
PINE TOP LN
ROSE PETAL LN
N-HIGHWAY-29
C
Wetland
MU-S
BROOKHILLS DR
Suburban Garden
TALLEY LN
CONSERVATION NEIGHBORHOOD
HARVEST HILL DR
WELL LINE RD
JACOBS WAY
SANTA ROSA RD
LAKEVIEW AVE
FORREST ST
BELMONT AVE
ESCAMBIA AVE
WATSON AVE
COULTER AVE
OAK ST
MAPLE ST
MAGNOLIA AVE
MONROE AVE
HESED CT
MU-S
REC
JESSE DR
PERDIDO RD
OSP-2020-02
EXISTING FLU/DSAP MAP
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
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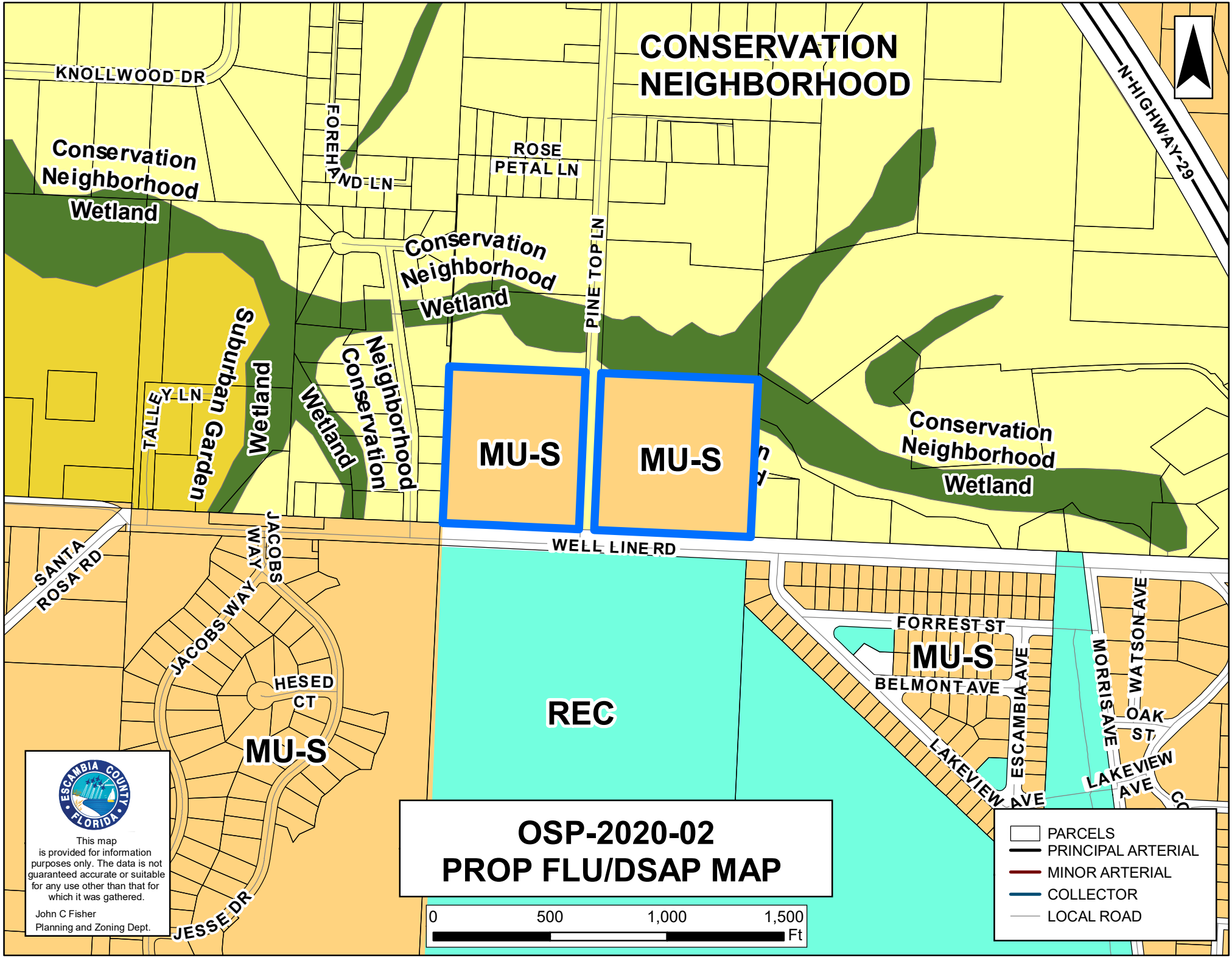
CONSERVATION NEIGHBORHOOD
KNOLLWOOD DR
FOREHAND LN
ROSE PETAL LN
PINE TOP LN
N-HIGHWAY-29
Conservation Neighborhood Wetland
Conservation Neighborhood Wetland
Conservation Neighborhood Wetland
Conservation Neighborhood Wetland
Suburban Garden
TALLEY LN
MU-S
MU-S
WELL LINE RD
SANTA ROSA RD
JACOBS WAY
JACOBS WAY
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MU-S
REC
FORREST ST
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BELMONT AVE
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MORRIS AVE
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OAK ST
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LAKEVIEW AVE
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PROP FLU/DSAP MAP
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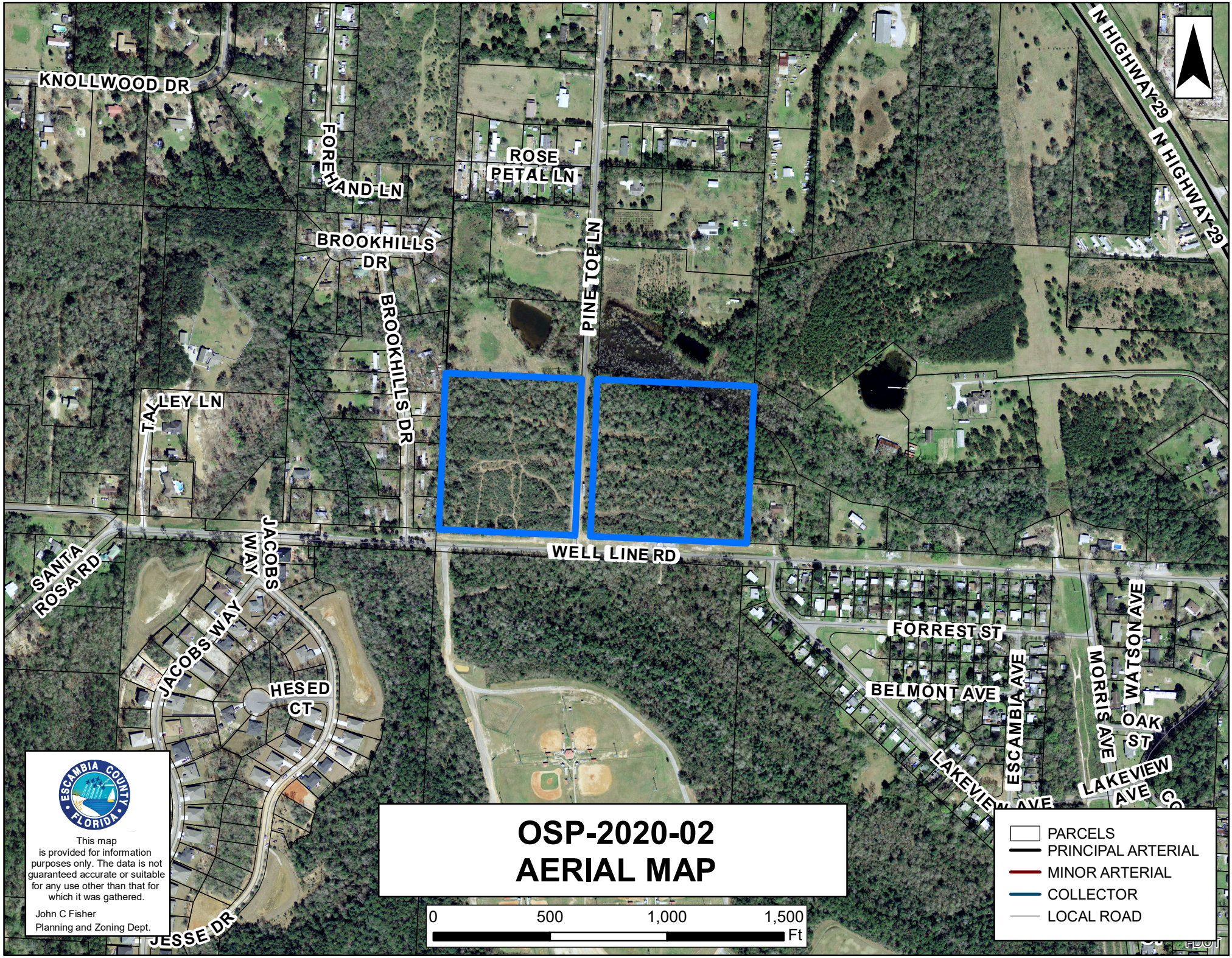
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BELMONT AVE
ESCAMBIA AVE
MORRIS AVE
WATSON AVE
OAK ST
LAKEVIEW AVE
JESSE DR
OSP-2020-02
AERIAL MAP
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PARCELS
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COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Planning and Zoning Dept.



PUBLIC HEARING SIGN



LOOKING EAST ALONG WELL LINE ROAD



LOOKING NORTH ACROSS WELL LINE ROAD AT SUBJECT PROPERTY



LOOKING NORTHWEST ACROSS WELL LINE ROAD AT SUBJECT PROPERTY



LOOKING WEST ALONG WELL LINE ROAD



LOOKING NORTH ALONG PINE TOP LANE



LOOKING SOUTH AT THE CORNER OF PINE TOP LANE AND WELL LINE ROAD



LOOKING NORTH ALONG PINE TOP LANE



LOOKING WEST ALONG WELL LINE ROAD AT CORNER OF PINE TOP LANE

Wiley C."Buddy" Page, MPA, APA
Professional Growth Management Services, LLC
5337 Hamilton Lane Pace, Florida 32571
Cell 850.232.9853
budpagel@att.net

August 20, 2020
VIA HAND DELIVERY

Mr. Horace Jones, Director
Department of Growth Management
3363 West Park Avenue
Pensacola, Florida 32505

RE: Sector Plan Opt-Out Request
Parcel: 03-1N-31-000-000
Address: 1000 Block Well Line Road

Dear Mr. Jones:

The attached application requests Planning Board consideration to remove/opt-out for the referenced parcel above from the adopted Escambia County DSAP Sector Plan. It is our understanding that, if granted, the Future Land Use classification for the property could likely change to the original MU-S category.

The application contains the required $975.00 filing fee together with additional information regarding location, proof of ownership, water and sewer letters of service capacity and location/reference materials. Please contact me if you have any questions or require anything further. Thank you.

Very truly yours,

Wiley C."Buddy" Page

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

MID-WEST ESCACAMBIA COUNTY SECTOR PLAN OPT-OUT APPLICATION AND FUTURE LAND USE ASSIGNMENT

STAFF

APPLICATION

CHECKLIST

1. ✓ Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).
2. ___ Letter of request, including desired future land use category
3. ✓ Notarized Affidavit of Ownership and Authorization (form herein)
4. ✓ Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf
5. ✓ Concurrency Determination Acknowledgement (form herein)
6. ✓ Proof of Ownership (Copy of Warranty Deed or Tax Notice)
   - Also need copy of Contract for Sale if the change of ownership has not yet been recorded.
7. ✓ Street Map depicting general property location
8. ✓ Legal Description of exact property area proposed for opt-out and a future land use map assignment request , including:
   - ___ Street Address
   - ___ Property Reference Number(s)
   - ___ Boundary Survey
   - ___ Total parcel acreage
9. ✓ Opt-Out application and Future Land Use Assignment fee $975.00

Staff must ensure that all of the information is complete and the required documents on the checklist are provided at the time of submittal. Do not accept incomplete or partial applications.

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

OSP-2020-02

MID-WEST ESCAMBIA COUNTY SECTOR PLAN OPT-OUT APPLICATION AND FUTURE LAND USE MAP ASSIGNMENT

STAFF

(THIS SECTION FOR OFFICE USE ONLY):

2008347 PP3

Current DSAP Land Use: Con Mgt **Requested FLU:** MU-S **Zoning:** LDR
Previous FLU:_____
Taken by:_____
Planning Board Public Hearing, date(s): _____

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ **Receipt #** _____ **Date:** _____

APPLICANT

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: CLEVELAND R. CAMPBELL, SR.

Address:
2866 NORTH HWY 95A

City: CANTONMENT State: FL Zip Code: 32533

Telephone: ( ) 850-380-9441

Email:_____

DESCRIPTION OF PROPERTY:

Street address: 1000 BLK PINETOP ROAD

Proposed development (If any): NONE

Subdivision:

Property reference number(s) 03-1N-31-3401-000-000

Size of Property (acres) 19.3 Sewer X Septic Tank____

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

APPLICANT

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR MID-WEST ESCAMBIA COUNTY SECTOR PLAN OPT-OUT APPLICATION AND FUTURE LAND USE ASSIGNMENT By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Cleveland R. Campbell Sr. — CLEVELAND R. CAMPBELL, SR. — 7/17/20
Signature (Property Owner) — Printed Name — Date

TODD STAFFORD — 7/17/20
Signature (Agent's Name — Printed Name — Date

2866 NORTH HWY 95A
Address:

City: CANTONMENT State: FL Zip: 32533

Telephone ( ) 572 - 3005 Fax # ( ) _____ - _____

Email: TSTAFFORD@HEATONBROTHERSCONSTRUCTION.COM

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 17 day of July, year of 2020 by means of ☒ physical presence or ☐ online notarization, this 17 day of July, 2020, produced current personally known as identification.

7/17/20 — Anthony Burkett
Signature of Notary Public Date — Printed Name of Notary

My Commission Expires 3/4/20 Commission No. GG 296355

(Notary seal must be affixed)

ANTHONY BURKETT
MY COMMISSION # GG 296355
EXPIRES: March 4, 2023
Bonded Thru Notary Public Underwriters

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

APPLICANT

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 1000 PINETOP ROAD, Pensacola, Florida, Property Reference Number(s) 03-1N-31-3401-000-000, I hereby designate TODD STAFFORD, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 17th day of July, the year of 2020, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

Cleveland R. Campbell Sr. 7/17/20 CLEVELAND R. CAMPBELL, SR.
Signature of Property Owner ~~Date~~ Printed Name of Property Owner

7/17/20 TODD STAFFORD
Signature of Agent Date Printed Name of Agent

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 17 day of July, year of 2020, by means of ☒ physical presence or ☐ online notarization, this 17 day of July, 2020, produced current as identification. Personally known

7/17/20 Anthony Burkett
Signature of Notary Public Date Printed Name of Notary Public

Commission Number GG 296355 My Commission Expires 3/4/23

(Notary seal must be affixed)

ANTHONY BURKETT
MY COMMISSION # GG 296355
EXPIRES: March 4, 2023
Bonded Thru Notary Public Underwriters

APPLICANT

MID-WEST ESCAMBIA COUNTY SECTOR PLAN OPT-OUT AND FUTURE LAND USE MAP ASSIGNMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: PINETOP PARCEL

Property reference #: 03-1N-31-3401-000-000

Project Address: 1000 BLK PINETOP ROAD, CANTONMENT, FL 32533

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 12 **DAY OF** July **, 20** 20

Cleveland R. Campbell Sr. — CLEVELAND R. CAMPBELL, SR.

Owner's signature — **Owner's name (print)**

TODD STAFFORD

Agent's signature — **Agent's name (print)**

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 1000 block of Pinetop Road (Cantonment)

Pensacola, Florida, Property Reference Number(s)

03-1N-31-3401-000-000, I hereby designate Wiley C. Buddy Page,

for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 1st day of October, the year of 2020, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

Cleveland R. Campbell Sr. — CLEVLAND R. CAMPBELL SR.
Signature of Property Owner — Date — Printed Name of Property Owner

Wiley C Page — 10-3-2020 — WILEY C. PAGE
Signature of Agent — Date — Printed Name of Agent

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1st day of October, year of 2020, by Cleveland R. Campbell SR who ( ) did (✓) did not take an oath.

He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

[signature] — 10/1/20 — Anthony Burkett
Signature of Notary Public — Date — Printed Name of Notary Public

Commission Number GG296355 My Commission Expires 3/4/23

(Notary seal must be affixed)

ANTHONY BURKETT
MY COMMISSION # GG 296355
EXPIRES: March 4, 2023
Bonded Thru Notary Public Underwriters

Recorded in Public Records 3/27/2020 12:04 PM OR Book 8271 Page 402, Instrument #2020026636, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $875.00

THIS DOCUMENT WAS PREPARED WITHOUT
BENEFIT OF SURVEY OR TITLE SEARCH

Prepared by and return to:
Robert L. Jones, III, Esq.
Beggs & Lane, RLLP
501 Commendencia Street
Pensacola, FL 32502

SPECIAL WARRANTY DEED

THIS INDENTURE is made the 24th day of March, 2020, by the undersigned, **ALICE KAY CAMPBELL,** an unremarried widow, whose address is 1340 Brickton Road, Molino, FL 32577 (the "Grantor"), to **CLEVELAND RUFUS CAMPBELL, SR., as TRUSTEE of the CLEVELAND RUFUS CAMPBELL, SR. REVOCABLE TRUST dated December 14, 2017, as amended,** whose address is 10391 Old Dairy Lane, Pensacola, FL 32534 (the "Grantee").

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), in hand paid by the Grantee, and other good and valuable consideration the receipt whereof is hereby acknowledged, does hereby remise, release and convey unto the Grantee forever, all the right, title interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in Escambia County, Florida, as follows:

SEE ATTACHED EXHIBIT A

Together with all the rights, tenements, improvements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the respective parties hereto, and the Grantor does hereby fully warrant title to Grantor's interest in the Property that is being conveyed hereunder and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

This conveyance is subject to taxes and assessments for the year 2020 and thereafter, zoning and other governmental regulations, and all conditions, restrictions, limitations, easements and matters of record, if any, but this provision shall not operate to reimpose same.

The property conveyed hereby is not the homestead of the Grantor as determined under the laws of the State of Florida.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Executed in the presence of:

Print Name: ROBERT L. JONES, III

Print Name: MEGAN STUBBLEFIELD

ALICE KAY CAMPBELL

Address: 1340 Brickton Road
Molino, FL 32577

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24th day of March, 2020, by ALICE KAY CAMPBELL, who is personally known to me or who has produced _____ as identification.

(SEAL)

MEGAN STUBBLEFIELD
Notary Public, State of Florida
My Comm. Expires April 10, 2022
Commission No. GG 205374

Notary Public

EXHIBIT A

Parcel ID: 03-1N-31-3401-000-000

The South One-Half of the Southeast Quarter of the Southwest Quarter of Section 3, Township 1-North, Range 31-West, Escambia County, Florida, Less and Except that portion for Road Right-Of-Way.

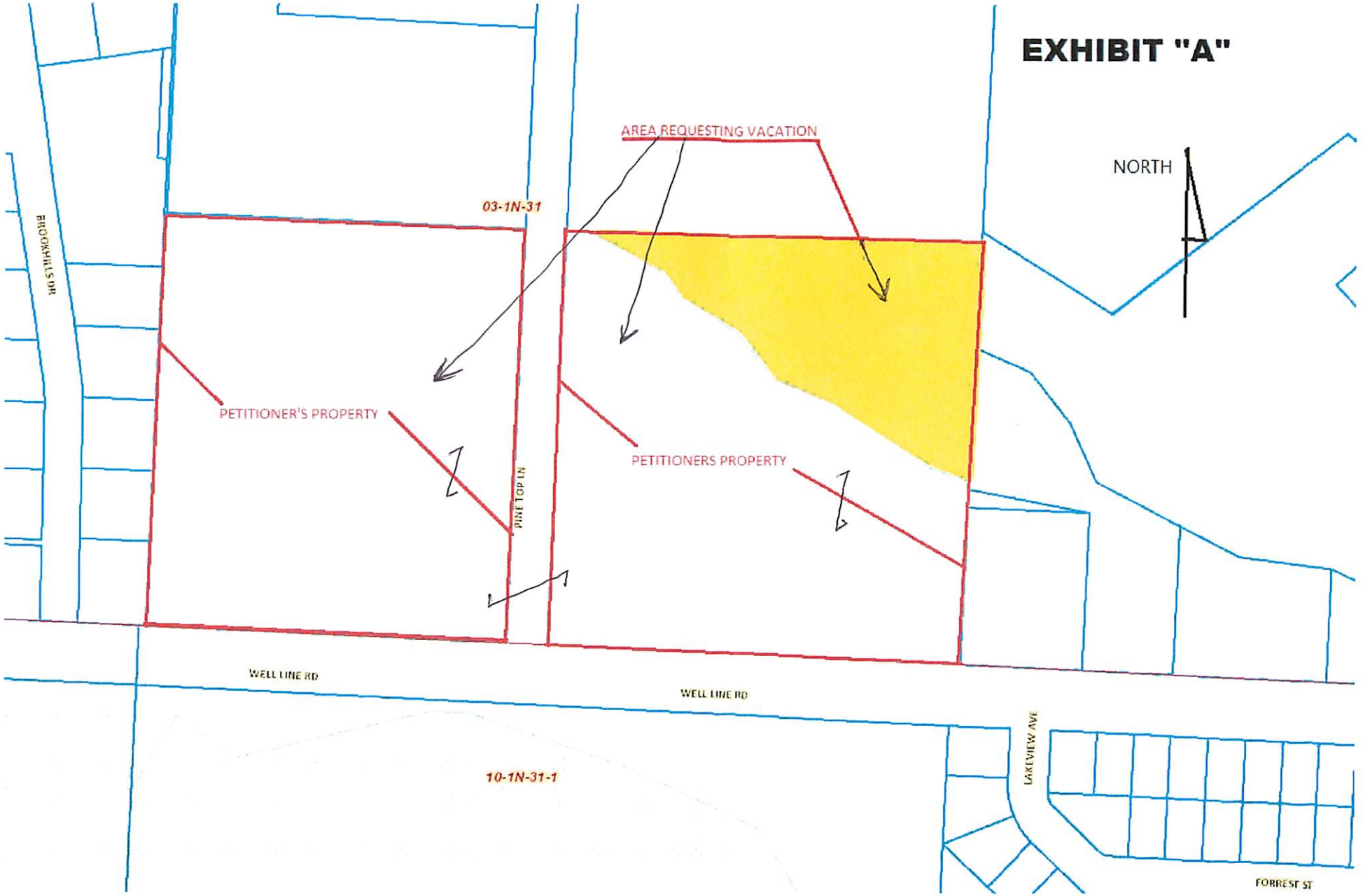


EXHIBIT "A"
AREA REQUESTING VACATION
NORTH
03-1N-31
BROOKHILLS DR
PETITIONER'S PROPERTY
PETITIONERS PROPERTY
PINE TOP LN
WELL LINE RD
WELL LINE RD
10-1N-31-1
LAKEVIEW AVE
FORREST ST

Opt-Out Background and Overview

This application seeks approval and request to remove, or opt-out, a parcel of property from its classification within the adopted Escambia County Mid-West Sector Plan, Detailed Specific Area Plan (DSAP) as permitted at **Florida Statutes Ch.163.3245, Laws of Florida**. The subject parcel is a 19.10 acre site described as follows:

> Location: Intersection of Pine Top Lane and Well Line Road in Cantonment, Escambia County, Florida. See attached maps.
>
> Property Parcel Number 03-1N-31-3401-000-000
>
> DSAP Land Use designation: Conservation
>
> Requested Future Land Use Designation: Return to MU-S
>
> Zoning: Should return to LDR

The following narrative responds to each required data set(s) using the same ITEM number identified in the application:

ITEM *1* *A comparative analysis of the impact of both the current and the proposed future land use categories. If a specific development is proposed, then the applicant must show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category.*

NOTE: Unless otherwise addressed herein, the remainder of identified analysis and data requirements will be submitted to the Development Review Committee when plans are complete.

The site is located just west of Highway 29 on Well Line Road and is bisected by Pine Top Lane as depicted on location maps herein. With the exception of a small wetland area in the northeast corner of the site, the balance of the property is otherwise high and dry. The site is located across Well Line Road from the 155 acre Cantonment Community park and has several existing residential subdivisions to the west and south east of the site. While the subject site is some 19 acres the DSAP area covers over 15,000 acres in comparison.

The current classification of Conservation provides for little if any development activity. A feed store is an example of allowed development even though the site has two residential developments and a large community park nearby. If this request is granted, the MU-S classification would provide for residential uses, among others, but no future development is proposed at this time. A residential subdivision would likely be more compatible with the existing land use patterns than a feed store.

ITEM 2 *Proximity to and impact on the following: A. Wellheads (indicate distance and location to nearest wellhead) B. Historically significant sites available from the Florida Division of Historical Resources: R. A. Gray Building, 500 S. Bronough Street, Room 425, Tallahassee, FL 32399-0250 sitefile@dos.myflorida.com Phone 850.245.6440 C. Natural Resources, including wetlands (a wetlands*

survey is highly recommended if wetlands are located on the property).

A. Wellheads Proximity: The nearest public potable water wellhead is located some 5,550 feet southwest of the site adjacent to the Farm Hill Utilities offices at 120 Madrid Road.

B. Natural Resources: As stated elsewhere, the site has a likely wetlands site in the northeast portion of the site. Once development are determined, a wetlands survey will be conducted to delineate exact locations which will be preserved pursuant to local, state and federal criteria.

C. Historical Significant Sites: A request to the Florida Department of Archives resulted in the attached letter of "no findings of cultural resources" issued from the Florida Master Site File.

Utility impacts and capacities have been reviewed by the respective providers and letters of availability are included in this application. Sanitary sewer service and solid waste provider ECUA affirms availability as well as potable water availability from Farm Hill Utilities.

The existing drainage pattern on the site is basically south west to north east. This natural flow direction will likely be retained with any new development because of the existing wetland in the northeast corner of the site as shown on the attached wetlands map.

ITEM 3 CONSISTENCY ANALYSIS WITH THE ADOPTED ESCAMBIA COUNTY COMPREHENSIVE PLAN

A review and analysis of the potential impacts on the adopted Escambia County Comprehensive Plan has been completed as follows:

Section 1.03 Intent. It is the intent of this Plan to provide orderly growth management for those areas identified in Section 1.02 above. This ordinance is not intended to terminate growth but rather to provide mechanisms for growth management in order to serve the citizens, visitors and property owners of Escambia County. Implementation of this ordinance is designed to maintain and improve the quality of life for all citizens of the county.

RESPONSE: The ordinance provides an opt-out provision which will allow the owner to develop his property more consistent with the original growth allowances in effect prior to the adoption of the DSAP.

FLU 1.2.1 State Assistance. Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County, and will utilize guidance, direction, and technical assistance received from this

agency.

FLUM Mixed-Use Suburban (MU-S) General Description: Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of Allowable Uses: Residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture. Standards: Residential Maximum Density: 25 du/acre Non-Residential Minimum Intensity: None Maximum Intensity: 1.0 Floor Area Ratio (FAR) CP7:4 Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030: a) Residential 8% to 25% b) Public/Rec/Inst. 5% to 20% c) Non-Residential: Retail Service-30% to 50% Office-25% to 50% In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated: a) Residential 70% to 85% b) Public/Rec/Inst. 10% to 25% c) Non-Residential 5% to 10%.

RESPONSE: This proposed MU-S designation is more in keeping with promoting compatible infill land uses than the existing Conservation DSAP designation.

OBJ FLU 1.5 Sustainable Development Escambia County will promote sustainable development by encouraging compact, mixed- and multi-use land use patterns.

POLICIES FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

OBJ FLU 2.1 Urban Development Direct growth toward those areas where infrastructure and services exist to support development at approved densities and intensities.

RESPONSE: This site will have all necessary infrastructure and services necessary to support uses allowed in the MU-U Future Land Use Category.

MU-S REQUESTED

POLICIES FLU 2.1.1 Infrastructure Capacities. Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department .

RESPONSE: This site meets all stated requirements in that water, sanitary sewer and other required urban services are available as witnessed by the utility letters included herein. The site has existing single family residences nearby together with the aforementioned 150 county recreation park across the street.

FLU 2.1.2 Compact Development. To promote compact development, FLUM amendments and residential re-zonings to allow for higher residential densities to be allowed in the MU-U and MU-S future land use categories.

RESPONSE: As referenced elsewhere, this opt-out request will result in the property being re-designated with a Future Land Use category of MU-S.

FLU 16.1.3 The total maximum development scenario of the Mid-West Escambia County Optional Sector Plan shall be limited to 12,175,000 sq. ft. of nonresidential development and 23,000 residential dwelling units. Any future amendments to this total shall result in a balanced jobs-to-housing ratio.

RESPONSE: Given the 19 acre size of the site, some 75 single family homes could conceivably be constructed on the property. The County has not revised the housing count within the DSAP area but it is highly unlikely that an additional 75 dwelling units will

negatively impact the housing limits of 23,000 units.

OBJ FLU 2.3 Infill Development Encourage infill development in appropriate urbanized areas where infrastructure is sufficient to meet demands, such as in MU-U and MU-S.

RESPONSE: This site is consistent with this Objective in that the request should result in a re designation to MU-S.

GOAL MOB 1 TRANSPORTATION Escambia County will provide a safe, cost-effective and functional roadway and transportation system for all residents and visitors to Escambia County.

RESPONSE: This site is provided access with the use of Well Line Road, which is a county owned and maintained roadway.

OBJ MOB 1.1 Transportation System Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

RESPONSE: Well Line Road will provide the owner with readily available and quick access to Highway29 , a four lane, divided highway which is also designated as a north-south Hurricane Evacuwation facility.

POLICIES MOB 1.1.1 Level of Service (LOS) Standards.

Levels of Service (LOS) will be used to evaluate facility capacity.

Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for Strategic Intermodal System (SIS) facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.

RESPONSE: As shown on the attached spread sheet, this section of Hwy 29 has ample LOS capacity to support the requested FLU change to MU-S. NOT A FLU CHANGE BUT AN ASSIGNMENT OF FLU

POLICIES HOU 1.1.1 Residential Areas. The Escambia County FLUM and zoning maps will identify areas suitable for residential development and/or redevelopment.

RESPONSE: This has been accomplished through the MU-S designations found on the Future Land Use map series.

HOU 1.1.4 Adequate Infrastructure. To assure the sustainability of residential communities, Escambia County will require new residential development to locate where adequate infrastructure is available.

RESPONSE: As referenced elsewhere in this application, the site has all adequate infrastructure available for this 19 acre site.

GOAL INF 1 WASTEWATER Escambia County will ensure the provision of environmentally safe and efficient wastewater collection, treatment, and disposal concurrent with the demand for such services.

RESPONSE: The attached letter of capacity availability from ECUA affirms that sanitary sewer services are ready and capable to serve this 19 acre site.

INF 1.1.7 Level of Service (LOS) Standards. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available

RESPONSE: See attached service provided (ECUA) letter.

INF 1.1.11 Required New Service Connection. All new structures intended for human occupancy will connect to the ECUA

wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA CP10:3 wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.

RESPONSE: See attached service provider (ECUA) letter.

GOAL INF 3 STORMWATER MANAGEMENT Escambia County will ensure the provision of environmentally safe and efficient stormwater management concurrent with the demand for such services. OBJ INF 3.1 Provision of Stormwater Management Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

RESPONSE: Once development plans are solidified, they will be submitted to the appropriate regulatory agencies for various compliance review to assure consistency with this Goal.

INF 3.1.6 Developer Responsibilities. Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

RESPONSE: The owner understands that the installation of these

facilities will be his responsibility.

INF 4.1.4 Concurrency Management. Escambia County will ensure the provision of potable water facilities concurrent with the occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System, and

INF 4.1.5 Facility Funding. All costs for potable water facilities will be the responsibility of the service providers and will be funded by user fees, special assessments, developer contributions, and state or federal grants or other means. Escambia County may consider additional funding mechanisms as appropriate, and

INF 4.1.6 Developer Responsibility. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

RESPONSE: Owner acknowledges the costs associated with potable water facilities improvements will be another developer responsibility.

CON 1.1.6 Habitat Protection. Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the

County.

RESPONSE: The attached wetlands map identifies those areas on the site that will not be disturbed.

CON 1.4.1 Wellhead Protection. Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

RESPONSE: The nearest protected well head designated area is located over 5,000 feet southwest of the site.

ITEM 4 Parcel size comparison The subject parcel measures some 19+ acres in size compared to a DSAP area made up of over 15,000 acres.

ITEM 5 Infrastructure design/impacts Access to the site is by way of Well Line Road, which has 100' of right of way containing two 9' paved driving lanes. The roadway begins at Hwy 29 on the east and travels west some 7,890 feet where it mixes and terminates with several local subdivision roads. Well Line Road is a county owned and maintained all weather roadway. The roadway is sufficient to serve area development and is similar to

other nearby roadways in the area. The vast majority of traffic enters and exits at the Well Line Road/Highway 29 intersection. Should the property be residentially developed it is not anticipated that traffic to and from Hwy 29 will would cause Well Line Road to decrease in LOS Level Of Service standards.

ITEM 6 Zoning Category Compatibility The existing underlying zoning category is Low Density Residential LD-R. The allowed residential category will not be compatible with the Conservation DSAP in that DSAP requires greater site requirements than otherwise allowed in LD-R which is approximately 4 units per acre.

ITEM 7 Consistency The requested opt-out will likely result in the assignment of the original underlying zoning of LD-R which is compatible with existing residential and recreational development in the area.

ITEM 8 Previous Future Land Use Designation Mixed Use Suburban MU-S was the site designation previously.

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com for project review information.

July 30, 2020

Florida Master Site File

Paola Pearce
David W. Fitzpatrick, P.E., P.A.
10250 N. Palafox Street
Pensacola, FL 32534
p. 850.476.8677; f. 850.476-7708
E-mail: paola@fitzeng.com

Property reference ID: 03-1N-31-3401-000-000

In response to your inquiry of July 30, 2020, the Florida Master Site File lists no cultural resources located at 1000 BLK PINETOP ROAD, CANTONMENT, FL 32533

When interpreting the results of this search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Kind Regards,

Eman M. Vovsi

Eman M. Vovsi, Ph.D.
Sr. Data Base Analyst
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com

EMERALD COAST
UTILITIES AUTHORITY

P.O. Box 17089 • 9255 Sturdevant Street
Pensacola, Florida 32522-7089
ph: 850-476-5110 • fax: 850-969-3308

August 5, 2020

David W. Fitzpatrick, P.E., P.A.
Attn: David W. Fitzpatrick, P.E.
10250 N. Palafox Street
Pensacola, Florida 32534

RE: Stafford Pine Top
1000 blk Well Line Road, at Pine Top intersection
Cantonment, Florida 32533
Letter of Capacity Reservation

Dear Mr. Fitzpatrick,:

ECUA is in receipt of your inquiry concerning the availability of ECUA service/s for the above-referenced project. ECUA provides Potable Water Production Well and/or Wastewater Treatment Plant Capacity Letters exclusively to assist with your permitting efforts through Escambia County's development and concurrency review process. The administration of the concurrency review process is the sole responsibility of Escambia County, and ECUA plays no role in it.

For the purpose of concurrency review only, ECUA anticipates no problems in wastewater treatment plant capacity for the flow rates indicated on your inquiry/request form. A determination on potable water production is not included as part of this letter as parcels appear to be within the potable water franchise area of Cottage Hill Waterworks. This letter is valid for a period not to exceed one (1) year from the date of issuance.

This letter does not guarantee that ECUA's existing water distribution or sanitary sewer collection infrastructure (mains, lift stations, etc.) in the area of your project are sufficient to serve your project; instead, this letter solely addresses potable water production well capacity and/or wastewater treatment plant capacity. Therefore, the project referenced above may require various extensions, additions, upgrades, and/or modifications to the existing ECUA water and/or sewer infrastructure that you, as the Developer, may be required to pay for and install as part of your project.

All extensions, additions, upgrades, and/or modifications to the potable water or sewer collection systems to serve this project must be designed, approved and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements. Please submit your project to ECUA Engineering so we can work with your Engineer of Record to evaluate your project's potable water distribution and sanitary sewer collection system needs.

Sincerely,

Stacy N. Hayden, PE
Director of Engineering/ECUA

SNH/cwb

cc: Project File

Vicki Campbell, District One
Lois Benson, District Two
Cedric Alexander, District Three
Dale Perkins, District Four
Larry Walker, District Five

Capacity Reservation Request Form

Request for Water Well Capacity Reservation
and/or Wastewater Plant Capacity Reservation

Date: 7-30-2020 Service Requested: Water Well_____ Sewer Plant_____

Name of Project: Stafford Pine Top Area (Acres): 19.1

Project Address: 1000 blk Well Line Road, at Pine Top intersection

***THIS INFORMATION IS REQUIRED TO PROCESS APPLICATION (attach location map):**

Type Development: Residential X Commercial_____ Industrial_____ Other_____

(Explain) possible 76 lot single family residential subdivision

Number and/or Size of Units: 76- 6000 sf lots

Estimated Flow: (Average Day) Water 22800 gpd Sewer 22800 gpd

How will water and/or sewer be provided if not from ECUA? Farm Hill utilities will provide potable water

Special Requirements: none

Owner of Property: (type or print) current owner is Cleveland Campbell/ future Todd Stafford

Address: 2866 n hwy 95A Cantonment Fl 32533 Phone: 572-3005

Developer: (type or print) Todd Stafford

Address: 2866 n hwy 95A Cantonment Fl 32533 Phone: 572-3005

Engineer: (type or print) David W. Fitzpatrick P.E., P.A.

Address: (type or print) 10250 n palafox 32534 Phone: 476-8677 Email: david@fitzeng.com

Submitted By: (type or print) David Fitzpatrick Title: EOR

Signature of Submitter: _____ Title: EOR

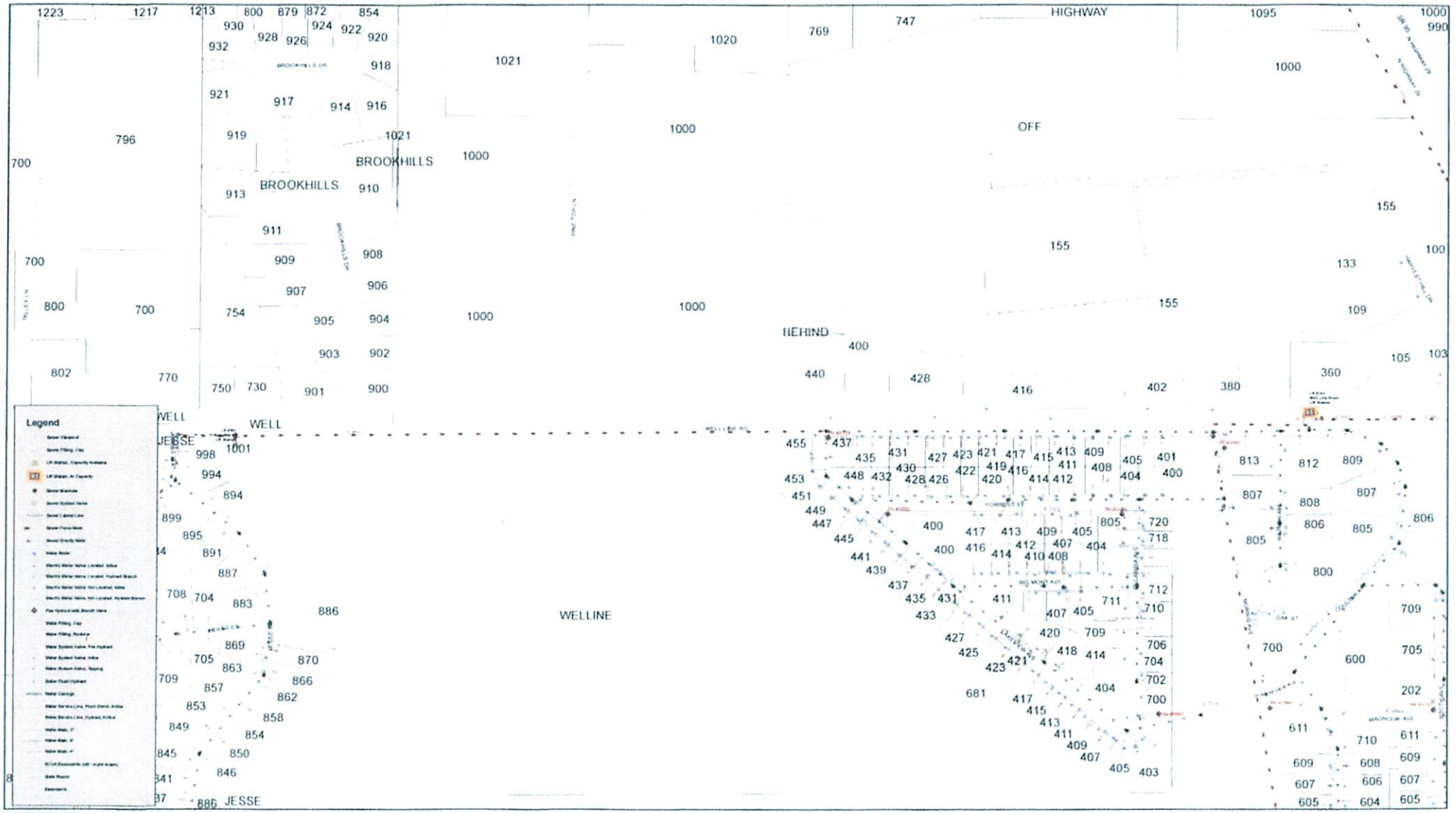
FOR ECUA USE ONLY: (Not ECUA Water Franchise Area)

Water Zone: North Cottage Hills South _____

Wastewater Treatment Plant: Bayou Marcus _____ CWRF X Other _____

***Note: This form does not address water distribution or sewer collection systems issues or capacities; instead, it only concerns water well production and/or wastewater treatment plant capacities.**

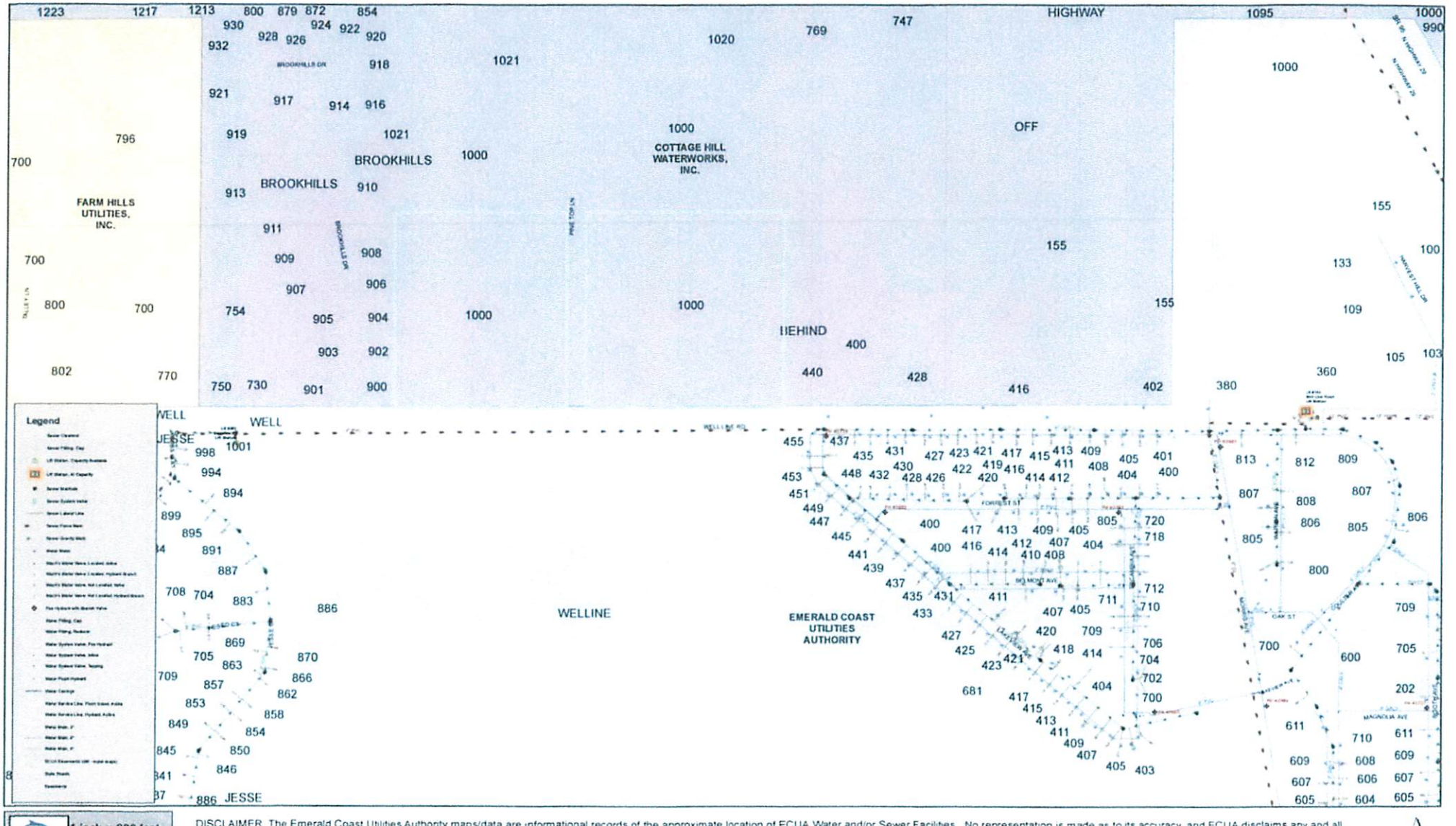
1000 Blk Well Line Rd (Water Franchise Areas)



DISCLAIMER: The Emerald Coast Utilities Authority maps/data are informational records of the approximate location of ECUA Water and/or Sewer Facilities. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown, which may or may not include water and sewer facilities not owned by ECUA. ECUA provides this service for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. These maps/data are not guaranteed accurate or suitable for any use other than that for which they were gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

N

1000 Blk Well Line Rd (Water Franchise Areas)



1 inch = 300 feet

Date: 7/30/2020

DISCLAIMER: The Emerald Coast Utilities Authority maps/data are informational records of the approximate location of ECUA Water and/or Sewer Facilities. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown, which may or may not include water and sewer facilities not owned by ECUA. ECUA provides this service for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. These maps/data are not guaranteed accurate or suitable for any use other than that for which they were gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

N

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference: 031N313401000000
Account: 112536000
Owners: CAMPBELL CLEVELAND R SR 1/2 INT
CAMPBELL CLEVELAND RUFUS SR TRUSTEE
CAMPBELL CLEVELAND RUFUS SR
REVOCABLE TRUST 1/2
INT
Mail: 2866 N HWY 95A
CANTONMENT, FL 32533
Situs: 1000 BLK PINETOP RD 32533
Use Code: NON-AG ACREAGE
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$106,148	$0	$106,148	$106,148
2018	$106,148	$0	$106,148	$106,148
2017	$106,148	$0	$106,148	$106,148

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/24/2020	8271	402	$125,000	WD	View Instr
12/17/2019	8216	1362	$100	CJ	View Instr
05/24/2019	8100	297	$100	OT	View Instr
11/28/2010	6663	210	$100	QC	View Instr

2019 Certified Roll Exemptions

None

Legal Description

S1/2 OF SE1/4 OF SW1/4 LESS OR 402 P 887 COUNTY RD R/W OR 5766 P 383 CONSERVATION ESMNT OR 6663 P 210 OR 8100 P 297...

Extra Features

None

10/2005	5766	383	$160,000	WD	View Instr
03/2003	5113	1275	$100	WD	View Instr
12/1996	4087	775	$100	QC	View Instr
12/1996	4087	774	$100	WD	View Instr

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

Parcel Information

Launch Interactive Map

Section Map Id:
03-1N-31

Approx. Acreage:
19.3367

Zoned:
CONSULT ZONING AUTHORITY

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:08/13/2020 (tc.2935)

August 3, 2020

David W. Fitzpatrick, P.E., P.A.
10250 N. Palafox Street
Pensacola, Florida 32534

Re: Well Line Road Project
Water Availability for Development

To Whom It May Concern:

In response to your inquiry concerning availability of water service for the above referenced project, the Cottage Hill Water Works anticipates no problem in water supply capacity for 76 Single family homes at approximately 22,800 gallons per day.

For the purpose of concurrency review, the Cottage Hill Water Works will supply potable water to the development. Connection of the proposed project to our potable water system is the responsibility of the developer. Extensions to the potable water systems to serve these projects must be designed and constructed in accordance with State accepted policies, procedures, and all applicable permitting requirements.

Sincerely,

Cottage Hill Water Works, Inc.

Ronnie Reynolds
Chairman Cottage Hill Water Works, Inc.

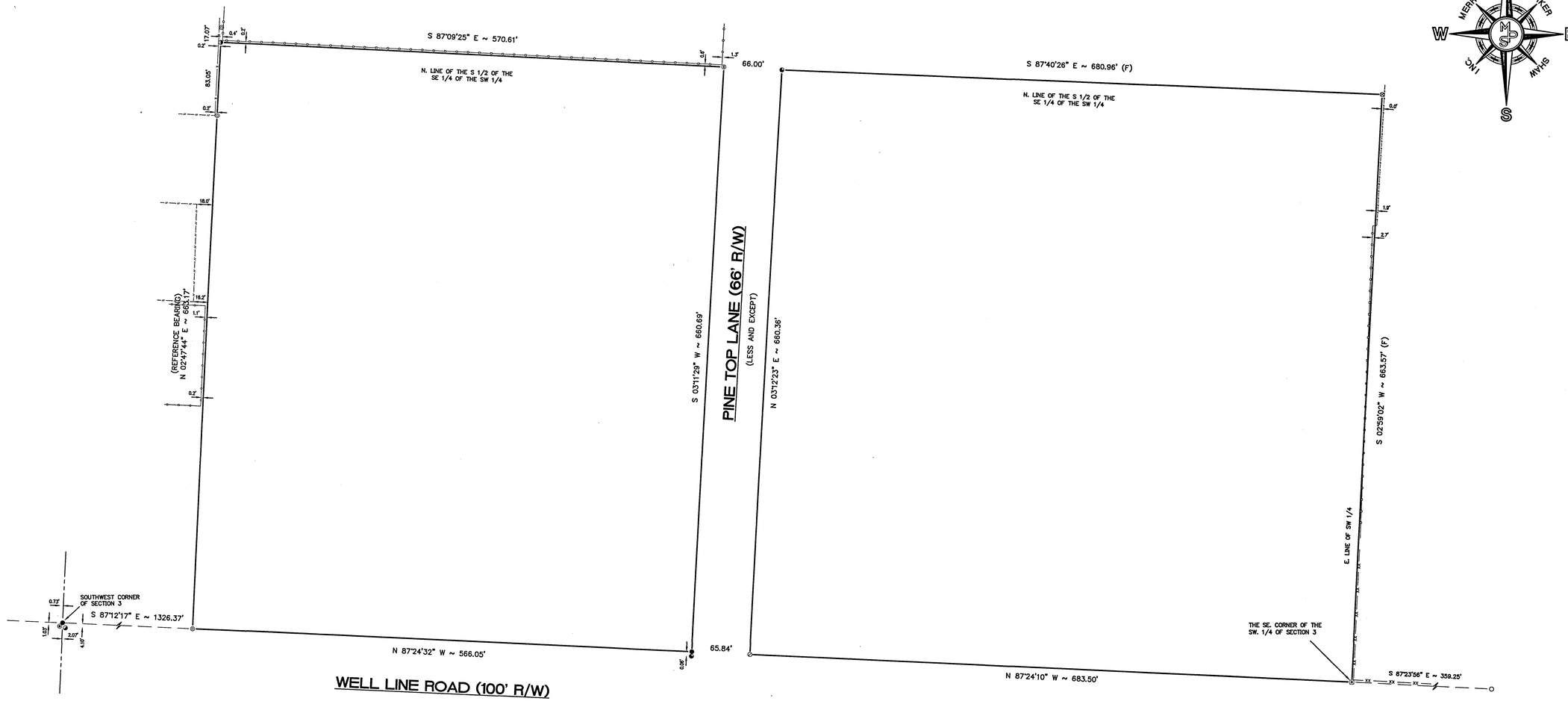
BOUNDARY SURVEY

A PORTION OF SECTION 3, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



N
MERRILL PARKER SHAW INC.
W E
S

DESCRIPTION: *(AS FURNISHED)*

THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION OF FOR ROAD RIGHT-OF-WAY.

SURVEYOR'S NOTES:

1.) THE NORTH ARROW AND FIELD BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE BEARING OF N 02°47'44" E ALONG THE WEST LINE OF THE SUBJECT PARCEL AND BEING ON THE FLORIDA STATE PLANE COORDINATE SYSTEM NORTH ZONE, LAMBERT PROJECTION, RELATIVE TO NAD 83 (2011), USING THE TRIMBLE VRSNOW G.P.S. NETWORK.

2.) SOURCE OF INFORMATION: DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.

3.) NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHT-OF-WAYS, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY.

4.) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.

5.) THE DIMENSIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS.

6.) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.

7.) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

8.) FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.

LEGEND:

- ● ~ 5/8" PLAIN IRON ROD, UNNUMBERED (FOUND)
- ⊗ ~ 5/8" IRON ROD, IN CONCRETE (FOUND)
- ◪ ~ 1/2" CAPPED IRON ROD, NUMBER 5439 (FOUND)
- ⊗ ~ 1/2" CAPPED IRON ROD, NUMBER 7174 (SET)
- ○ ~ 1" PLAIN IRON PIPE, UNNUMBERED (FOUND)
- ◐ ~ 1/2" CAPPED IRON ROD, ILLEGIBLE (FOUND)
- ◎ ~ 3/4" CAPPED IRON PIPE, NUMBER 1292 (FOUND)
- ◑ ~ 1/2" PLAIN IRON ROD, UNNUMBERED (FOUND)
- ⊕ ~ 1/2" CAPPED IRON ROD, NUMBER 4082 (FOUND)
- ⊘ ~ 1/2" CAPPED IRON ROD, NUMBER 6164 (FOUND)
- ⊠ ~ 6" X 6" PLAIN CONCRETE MONUMENT (FOUND)
- R/W ~ RIGHT OF WAY
- (F) ~ FIELD MEASUREMENT/INFORMATION
- (D) ~ DESCRIPTION INFORMATION
- —o—o—o— ~ 4' HIGH CHAIN LINK FENCE
- —o—o—o— ~ 4' HIGH WIRE FENCE
- —//—//— ~ 6' HIGH WOOD BOARD FENCE
- —//—//— ~ 4' HIGH WOOD BOARD FENCE
- — XX — XX — ~ 5' HIGH CHAIN LINK FENCE
- —o—o—o— ~ 5' HIGH CHAIN LINK FENCE
- —/— ~ INDICATES NOT TO SCALE
- — OE — OE — ~ OVERHEAD UTILITY LINES

CERTIFIED TO:

TODD STAFFORD
BEGGS AND LANE, RLLP
FIRST AMERICAN TITLE INSURANCE COMPANY

THE SURVEY SHOWN HEREON MEETS THE FLORIDA STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17.050, CHAPTER 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUES.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. Wayne Parker 8/19/20

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

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NO.	DATE	APPR.	REVISIONS:
1	8/20/20		REMOVE CONSERVATION EASEMENT

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HWY
PENSACOLA, FL 32503
FLORIDA CORPORATION NUMBER 7174
PH: (850) 478-4923
FAX: (850) 478-4924

SCALE: 1" = 60' | DRAWN: WPJ | CHECKED: EWP | DATE: 8/18/20
FIELD DATE: 8/12/20 | FIELD BOOK: 447, PAGES 43-45

BOUNDARY SURVEY
A PORTION OF SECTION 3, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.
PREPARED FOR: TODD STAFFORD
REQUESTED BY: TODD STAFFORD

JOB NO. 20-12892-1 | SHEET 1 OF 1

Comprehensive Plan
Removal of Parcel from the Optional Sector Plan (amending map)
and assignment of a new Future Land Use Category
Staff Analysis

General Data

Project Name: OSP 2020-02
Location: 1000 BLK Pine Top Lane
Parcel #s: 03-1N-31-3401-000-000
Acreage: 19.34 (+/-) acres
Request: Opt-out of the Sector Plan and assign Future Land Use category
Current Zoning: Low Density Residential district (LDR)
Future Land Use Requested: Mixed Use Suburban (MU-S)
DSAP Land Use: Conservation Neighborhood (Jacks Branch DSAP)
Applicant: Todd Stafford, Agent for Cleveland R. Campbell, Sr, Owner
Meeting Dates: Planning Board: October 6, 2020
BCC: November 5, 2020

Site Description and Summary of Proposed Amendment:

The property owner is requesting a parcel be removed from the Escambia County Mid-West Sector Plan (SP), in the Jacks Branch Detailed Specific Area Plan (DSAP). Within the DSAP, the existing land use for the parcels is Conservation Neighborhood with a maximum residential density of 3 du/acre.

The applicant's request is to assign a Future Land Use (FLU) designation of **Mixed-Use Suburban (MU-S)** to the parcel with no future development proposed at this time.

According to the Escambia County Property Appraiser, the parcel is Non-AG Acreage, with total 19.34 +/- acres.

Standard Map Amendment Criteria

1. Availability of Facilities and Services:

The availability of public facilities and services are necessary to accommodate existing and future development, to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas. All level of service (LOS) standards are evaluated for compliance

during the review processes stated in the Land Development Code (LDC) for proposed development.

A. Sanitary Sewer

Ensure the safe and efficient provision of wastewater services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

CP Policy INF 1.1.7 Level of Service (LOS) Standards*. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

CP Policy INF 1.1.11 Required New Service Connection*. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

B. Solid Waste Disposal

Ensure the safe and efficient provision of solid waste services through coordination with service providers, maximized use of existing landfill facilities, maintenance of appropriate levels of service, promotion of recycling and reuse, and protection of natural resources.

CP Policy INF 2.1.2 **Perdido Landfill Operation.** Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.

CP Policy INF 2.1.4 **Level of Service (LOS) Standards.** The LOS standard for solid waste disposal will be 6 pounds per capita per day.

C. Potable Water

Ensure the safe and efficient provision of potable water services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, water conservation, and protection of natural resources.

CP Policy **INF 4.1.1 Service Agreements.** Potable water service will be provided at established levels of service within Escambia County consistent with the Interlocal

Agreement between the County and ECUA, the Escambia County Utilities Authority Act, and franchise agreements between Escambia County and other water service providers that were in operation on August 1, 1981.

CP Policy INF 4.1.6 Developer Responsibility. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

***CP Policy* INF 4.1.7 Level of Service (LOS) Standards.** The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Analysis: As shown in the tables in Section 4.03, Potable Water, of the Mid West Sector Plan document, an analysis was done to determine the infrastructure needed to support development within the DSAP area. Potable water for this area in the DSAP is supplied by Cottage Hill Water Works, Inc. The level of service (LOS) for potable water within Escambia County is 250 gallons per residential connection per day and the non-residential uses are based on equivalent residential connection to be calculated by the service provider at the time of application. Wastewater is supplied to the region by Emerald Coast Utilities Authority with the LOS standards within Escambia County being 210 gallons per residential connection per day, and the non-residential uses are calculated by the service prover at the time of application. Solid waste service LOS is 6 pounds per capita per day. Potable water was analyzed for both the five year and the buildout development programs. A conceptual potable water distribution system was developed based upon this analysis and is available in Figure 4.03A of the DSAP document. Funding for any expansion or improvements to the potable distribution and water treatment systems within a service area are typically generated by the respective Utility Authority.
At the time of submittal, the applicant's analysis documented that there is no development proposed at this time, however all the LOS standards for sanitary sewer, potable water, and waste disposal must be identified and reviewed for any proposed development.

D. Stormwater Management

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

Analysis: Based on the DSAP's original analysis for stormwater in areas of the Sector Plan, stormwater systems should be developed as regional systems and encompass multiple areas of development. Attempts should be made to design stormwater treatment and attenuation systems and supporting conveyance pipes and swales as complete systems. All developments are required to meet or exceed the standards established by the Northwest Florida Water Management District (NWFWMD). The applicant stated that there is no proposed development at this time. Compliance with adopted stormwater management provisions will be reviewed and confirmed prior to any site development plan approval.

E. Traffic

Continue to provide a safe, convenient, efficient, and cost-effective multimodal transportation system and roadway network for present and future residents.

CP Policy **MOB 1.1.1 Level of Service (LOS) Standards.** Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for Strategic Intermodal System (SIS) facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.

CP Policy **MOB 1.1.2 On-site Facilities.** All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

MOB 1.1.7 Access Management. Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

Analysis: Based on Section 4.02 in the Public Facilities Plan under the Midwest Sector Plan, a transportation analysis was conducted on different roadways and segments evaluating the existing facilities and travel characteristics as well as the potential impacts and road capacity needs for the five year interim period and the buildout of the plan. A review of the area shows that various transportation improvements are planned

near the DSAP, including capacity expansions of US 29, Interstate 10, and Nine Mile Road.
The County's Traffic and Transportation department has provided comments.
At the time of submittal, the applicant stated there is no proposed development for this parcel. Any development application will require submittal, review, and approval thru the Site Plan Review process, meeting all the requirements of the LDC and Comprehensive Plan.

F. Recreation and Open Space

The purpose of the Recreation and Open Space Element is to ensure adequate recreational opportunities for the citizens of Escambia County through the provision of a comprehensive system of public and private park facilities. These facilities may include, but are not limited to, natural reservations, parks and playgrounds, trails, beaches and public access to beaches, open spaces, and waterways.

Analysis: Conservation Neighborhoods are intended to provide a more efficient and environmentally protective development pattern. As per Mid-West Sector Plan, Section 3.03, Conservation Neighborhood Guidelines, Open Space, the intent is to be low density, clustered communities with an interconnected open space that will serve to protect and preserve areas of significant natural resources and wildlife habitat while offering passive recreational opportunities to residents. Parks and recreational facilities within a neighborhood will promote physical activity as well as adding to the overall value of the area.
The applicant stated that there is no proposed development for the parcel, however, any future development must go through the Development Review process and meet all standards for Recreation and Open Space in the Comprehensive Plan.

G. Public School Facilities

***CP Policy* ICE 1.1.2 Interlocal Agreements.** Escambia County will implement adopted interlocal agreements with the Escambia County School Board, the City of Milton, the City of Pensacola, the City of Gulf Breeze, and Santa Rosa County so as to provide for coordination and evaluation of development proposals that affect the bays, bayous, sound, or gulf (including estuaries and estuarine systems).

Analysis: As per the Sector Plan, Section 4.08, for Schools, an analysis was completed for the purposes of estimating DSAP impacts for both the five year and buildout conditions. Based on the public records of Escambia County, the assigned schools that service the area are Jim Allen, Ransom and Tate. The school district staff is part of the Site Plan Review process having the ability to comment on all proposed projects in Escambia County. The applicant stated there are no plans to develop and although any increase in density may or may not have an influence on student population, the exact number of students cannot be calculated until a plan is submitted thru the Site Plan Review process.

2. Impact on Natural Resources

A. Wellheads

CP Policy CON 1.4.1 Wellhead Protection. Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

Analysis: Based on the Geographical Information System (GIS) layer, the subject parcel is not located in a wellhead protection area.

B. Historically Significant Sites

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The applicant provided documentation stating there are no previously recorded historical resources within the parcel. The Escambia County Comprehensive Plan has a section for historical preservation and at any time during development if artifacts are discovered, they are to cease construction under policy OBJ FLU 1.2 Historic Resources, in the Escambia County Comprehensive Plan.

C. Natural Environment

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC.*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

***Analysis*:** As stated in the Sector Plan document, Section 5.01, Natural Resources, the DSAP contains significant wetland systems that are listed as a Regionally Significant Natural Resource by the Emerald Coast Regional Planning Council and the final design was to avoid and minimize wetland impacts to the greatest extent possible. The applicant stated that there is no development proposed on the subject parcel. Once a project is proposed, the application will be reviewed and must receive approval through the Site Plan Review process.

***3.* Comprehensive Plan requirements for changes to an existing DSAP.**

OBJ FLU 16.6 Specific Area Plans

Changes to an Existing DSAP: Any addition or deletion of property or changes to the neighborhood, center or district boundaries in an approved DSAP shall follow the County's established processes. It shall include an evaluation and analysis of the impacts to the approved or planned land uses and the ability of the proposed amendment to meet the principles and guidelines outlined in this plan. Such additions or deletions shall not be designed to create remnant areas or fragmented DSAPs.

Evaluation and Analysis. In recognitions of the benefits of long-range planning for specific areas, Escambia County adopted the Sector plan which is intended to promote long-term planning for development and conservation. The primary component of the Sector plan is two DSAP land use plans. There are two DSAP land use plans, Muscogee DSAP and Jacks Branch, that capture the consensus long-term vision for the area. Both DSAPs were assigned development types and associated densities based on the proportionate share of the overall sector plan.
The total developable land under the Muscogee DSAP, located in the southern section of the SP, is approximately 3,380 acres; under the Jacks Branch DSAP, located in the northern section of the SP, the total developable land is approximately 5,231.70 acres, as can be identified in Figure 2.01A, Attachment A.

The subject parcel is in the southeast area of the Jacks Branch DSAP with access from Well Line Road to Highway 29. Analysis of the areas under the DSAP Land Use Plan designated the parcel as being Conservation Neighborhood. If approved, the requested removal of the parcel would not create a fragmented DSAP in Section JB-53 with parcels.

4. Parcel size in relation to the individual DSAP land use category and in relation to the overall Sector Plan, and the aggregate acreage of any granted opt-outs.

The total developable acreage in the entire Sector Plan is 8,611.80 acres. Based on staff calculations, utilizing data from DSAP document Section 2.02 , the applicant's parcel totaling 19.34+/- acres, represent 0.22% of the existing developable acreage of the **Sector Plan.**

Under Section 2.02 Development Program calculation tables, (page 34 of the DSAP) the total residential developable acreage of the **Jacks Branch DSAP** under the

Conservation Neighborhood Land Use is 2,565.6 acres. Removal of the applicant's 19.34 +/-acres will result in a **0.75% decrease** in developable acres.

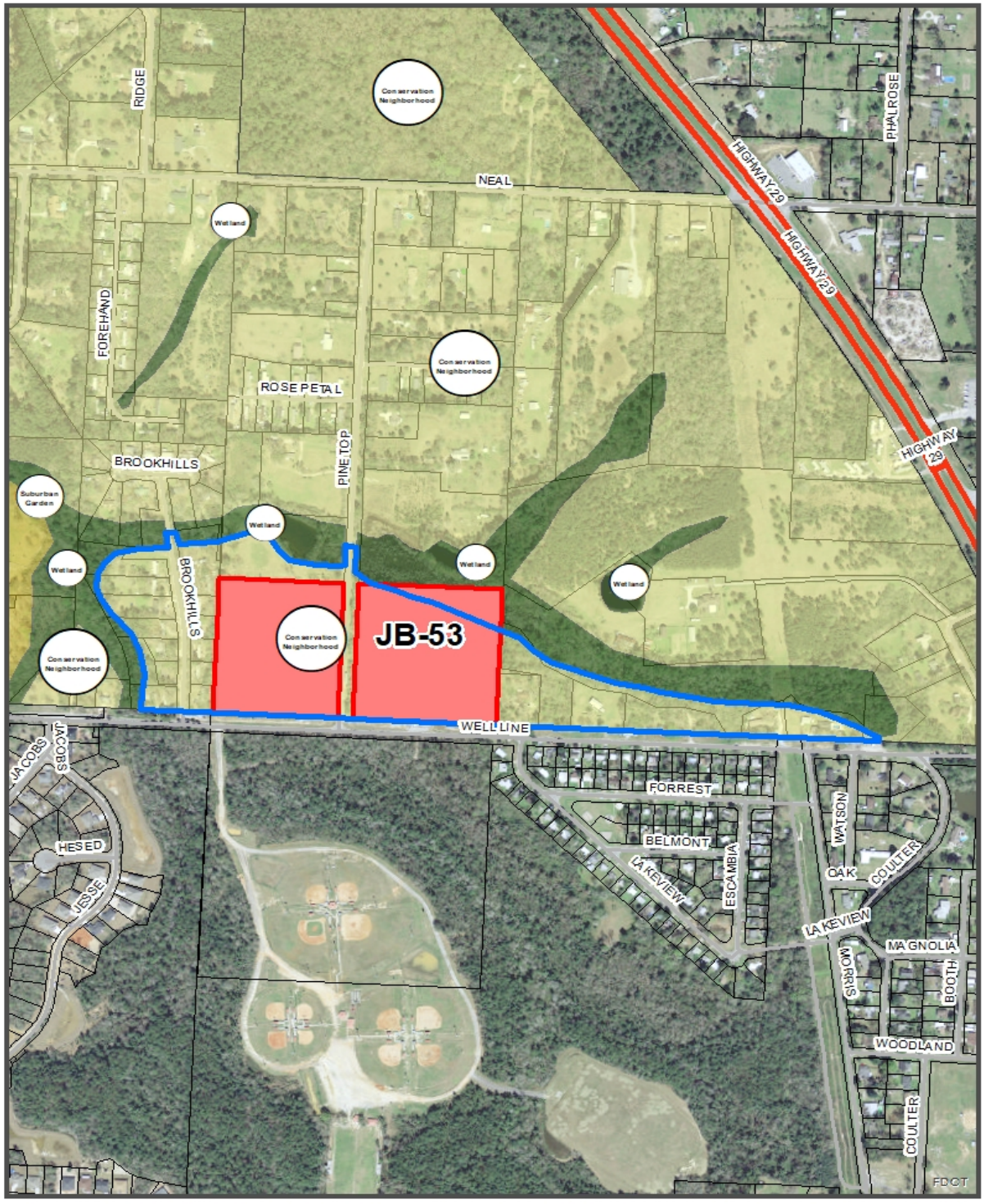


Figure A

The specific Jacks Branch DSAP Land Use for parcels in sections JB-53 (Figure A) is identified as **Conservation Neighborhood** with total dwelling unit development allowances assigned as follows:

JB-53 section total development acreage 38.3 acres
-low density x (0.1) yielding a total density of 3 dwelling units
-medium density x (1) yielding a total density of 38 dwelling units
-high density x (3) yielding a total density of 114 dwelling units

Derived from the analysis of the baseline data we can identify the following trends:

JB-53 section
a. the applicant's parcel area represents 0.22% of the total developable area.
b. removal of the applicant's 19.34 (+/-) acres from the total developable acreage for section JB-53, will result in a reduction of 58.02 total dwelling units under the high-density allocation.

This is the **Seventh Opting-Out request** submitted to and processed by County staff. If approved, the total Sector Plan aggregate acreage will be **154.45**

The original Sector Plan profile identified approximately 15,000 acres of land, the availability of infrastructure and public services and the protection of natural resources; the calculations used to complete the maximum development scenario for the Plan were specific and resulted in a **balanced jobs-to-housing ratio**. Changes to or variations of any of the original data used for the plan could hinder the balance and the viability of attaining the SP goals and objectives.

Assuming a maximum theoretical buildout under the mixture of uses, the DSAP area would produce approximately 27,145 jobs. When analyzed using the maximum residential build-out of 23,000 dwelling units, the result, is a jobs-to-employed residents' ratio of **1.19**. It should be noted that although there is no single perfect ratio, an area is generally considered to be "balanced" if it has a jobs-to-housing ratio of roughly **0.8 to 1.2.** If the proposed amendment is approved the resulting **job-to-housing ratio will be 1.20.**

5. The existing transportation infrastructure and any effect the proposal may have on the capacity of that infrastructure.

TTO Staff has reviewed the Sector Plan Opt-Out Case OSP-2020-02, 1000 BLK Pine Top Lane (parcels 03-1N-31-3401-000-000), agenda item for the Planning Board meeting scheduled for October 6, 2020. Please see the below comments.

The property in question is located on either side of Pine Top Lane and has direct access from Well Line Road. Pine Top Lane is a two-lane undivided facility without paved shoulders. The approximate pavement width of Pine Top Lane is 18 feet, with a right-of-way width of 64 feet. The posted speed is 35 MPH. Well Line Road is also a two-lane undivided facility without paved shoulders. The approximate pavement width

for this segment of the roadway is 18 feet, with a right-of-way width of 90 feet. The posted speed on Well Line Road is 35 MPH.

The County has a project in design for a Well Line Road extension. We have 60% plans to extend Well Line Road by constructing a road through an unopened/un-acquired area along the Well Line Road corridor between Andalusia Road and Jacks Branch Road. Once acquired, the new roadway will consist of 120' of county-owned right-of-way with 12' travel lanes, 5' paved shoulders, and drainage improvements. Holding ponds and a bridge will be constructed at various locations along the corridor.

The County collected a traffic count on Well Line Road between Pine Top Lane and the road to Cantonment Park, September 9, 2020. The daily volume was recorded as 1,878.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

6. The underlying zoning district and the compatibility with the surrounding DSAP Land Use designation.

The existing parcel is currently zoned Low-Density residential (LDR). If removed from the SP, the following range of permitted uses are allowed under the existing zoning district:

Sec. 3-2.5 Low Density Residential district (LDR).

(a) Purpose. The Low Density Residential (LDR) district has a density of four dwellings units per acre. The district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.

(b) Permitted uses. Permitted uses within the LDR district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes only within existing manufactured home parks or subdivisions, or on land zoned SDD prior to adoption of LDR zoning. No new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots two acres or larger. Attached single-family dwellings and zero lot line subdivision only on land zoned V-5 or SDD prior to adoption of LDR zoning.

c. Two-family dwellings and multi-family dwellings up to four units per dwelling (triplex and quadruplex) only on land zoned V-5 or SDD prior to adoption of LDR zoning.

See also conditional uses in this district.

(2) Retail sales. No retail sales.

(3) Retail services. No retail services.

(4) Public and civic.

a. Cemeteries, family only.

b. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private only.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. On land not zoned SDD prior to adoption of LDR zoning, agricultural production and storage is limited to food primarily for personal consumption by the producer. The following additional agricultural uses are allowed on lands zoned SDD prior to LDR zoning:

a. Agriculture, but no farm animals except horses and other domesticated *equines* kept on site, and stables for such animals, accessory to a private residential use with a minimum lot area of two acres and a maximum of one animal per acre.

b. Aquaculture, marine or freshwater.

c. Produce display and sales of fruit, vegetables and similar agricultural products.

d. Silviculture

The Escambia County Land Development Code defines compatibility as a condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition. The character and intensity of the LDR zoning district **is compatible** with the low densities in the Conservation Neighborhood.

The DSAP Land Use for the surrounding parcels is strictly Conservation Neighborhood; based on the Residential Guidelines language, the Conservation Neighborhood Land Use is designed to allow clustered subdivisions of detached housing, with a maximum density of 3 dwellings units per net acre.

7. The consistency of any requested Future Land Use designation with the underlying zoning.

Should the Opt-Out be approved, and the MU-S Future Land Use category assigned, the most intense use will be dictated by the LDR zoning category, which allows for residential developments of 4 du/acre. The requested **MU-S** FLU category **will be consistent** with the underlying zoning uses densities and intensities allowed by LDR. From the Escambia County 2030 Comprehensive Plan:

FLUM Mixed-Use Suburban (MU-S)

General Description: Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses.

Range of Allowable Uses: Residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture.

Standards:

Residential Maximum Density: 25 du/acre
Non-Residential Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:
a) Residential 8% to 25%
b) Public/Rec/Inst. 5% to 20%
c) Non-Residential:
Retail Service-30% to 50%
Office-25% to 50%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:
a) Residential 70% to 85%
b) Public/Rec/Inst. 10% to 25%
c) Non-Residential 5% to 10%

8. Previous FLU designation

Prior to adoption of the DSAP, the FLU designation for this parcel was The Cottage Hill/Quintette Area (Area #15) which stated approximately 70 percent of the lands within the node shall remain in agricultural uses, 25 percent may be developed in residential uses and five percent may be developed in commercial or light industrial uses. The intensity of the nonresidential uses shall be defined by limiting the maximum amount of impervious surface to 82 percent and a floor area ratio of 1.1.

9. Analysis to consider whether the applicant lost development rights or was effectively downzoned as part of the Sector Plan adoption.

The vacant 19.34 (+/-) acre parcel had a FLU designation of Activity Area 15 (AA15). The table, 7-1 under Chapter 7 of the 2020 Comprehensive Plan, Policy 7.A.4.8: Rural Densities, established the density of residential uses in the agriculture, rural and activity area(nodes). The residential density, lot sizes clustering and size of proposed new subdivisions would have been governed by the table based on the location of proposed development site and its relationship to an activity node. Any development at that time would have been required to meet the design standards in the LDC or submit a proposal for development, however there is no record that the property owner submitted

a plan or received an approved Development Order, therefore the applicant did not lose development rights.

Prior to the adoption of the Mid-West Escambia Sector Plan, the vacant parcel was zoned Villages Clustered Residential, V-5. The Villages Clustered Residential zoning districts where characterized by rural land development patterns, as stated in the previous zoning district of V-5, in the prior LDC. The V-5 densities reflected the need for more affordable lot sizes for single family detached, attached structures, duplexes, quadraplexes, townhouses, and patio homes that would be allowed with a gross density (four units per acre, if sewered and clustered) or gross density (one unit per acre, if unsewered). Based on the available data, **the residential density** for the parcel were in-fact **increased and decreased based on rather a development is sewered and clustered or unsewered** by the adoption of the Sector Plan and the assignment of the Conservation Neighborhood Land Use under the DSAP, which provides a maximum allowance of 3 du/acre.

If approved, any future development associated with this parcel will be evaluated during the Site Plan Review process. The review will utilize the current zoning regulations addressing and minimizing any potential impacts that the proposed development could have on the characteristics of the existing low to mid-density residential development listed under the SP's Land Uses.

If approved, the SP boundary map will be adjusted accordingly, to reflect the removal of the parcel from the Plan as shown in Attachment B.

If approved the parcels will be assigned the Future Land Use Category of MU-S as shown in Attachment C.

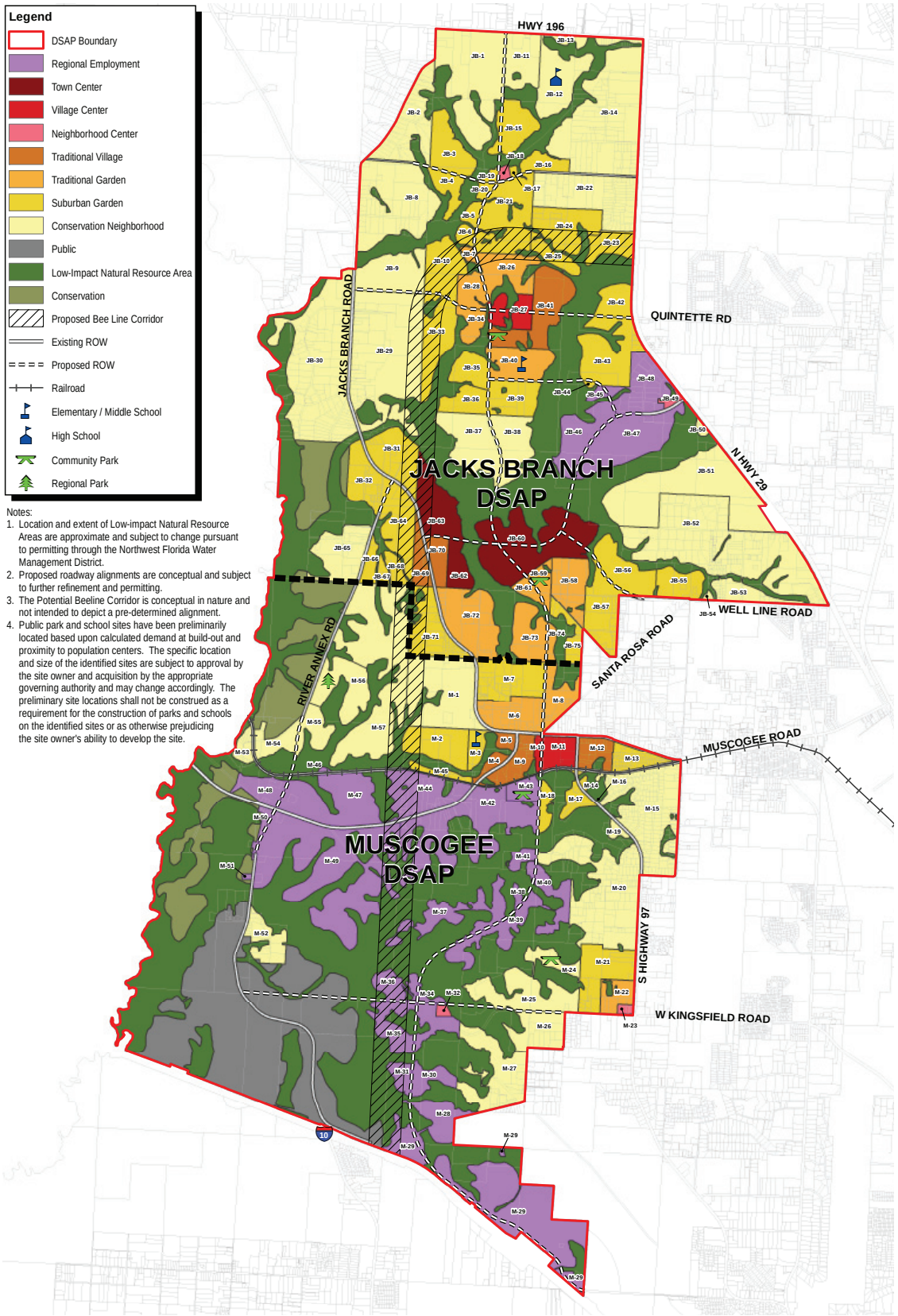


Figure 2.01.A Final Land Use Plan

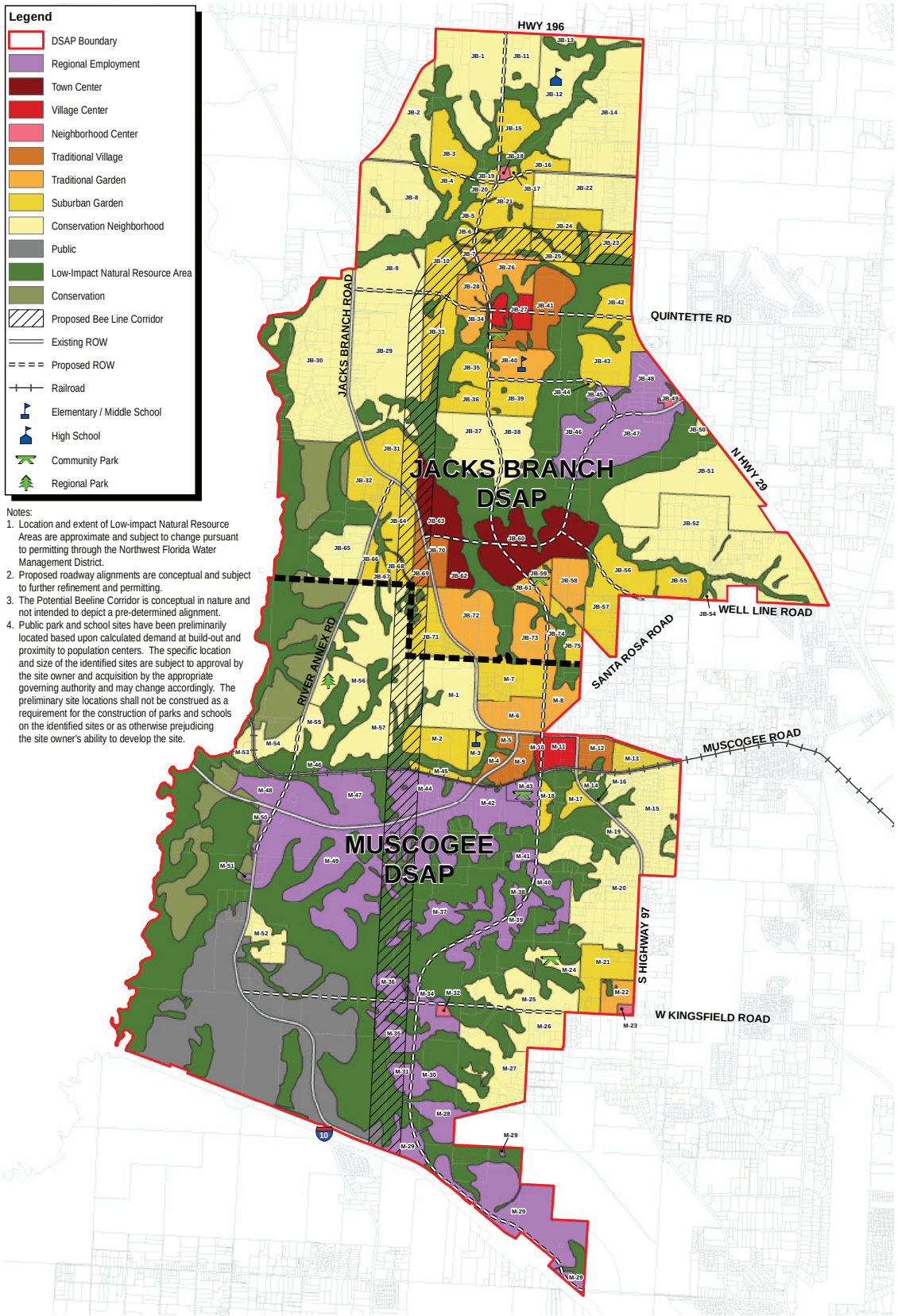
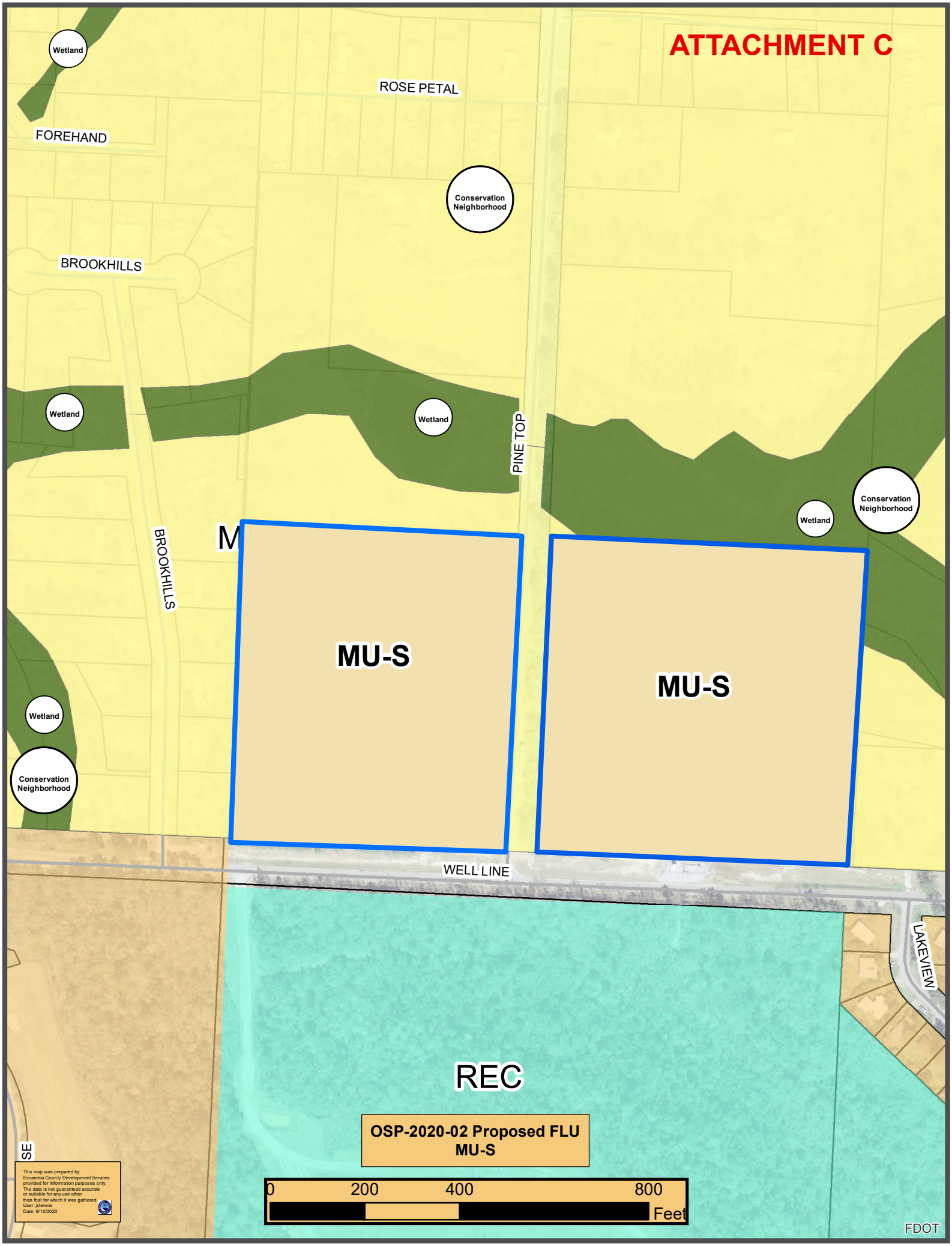


Figure 2.01.A Final Land Use Plan


ATTACHMENT C
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BROOKHILLS
MU-S
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Conservation Neighborhood
WELL LINE
LAKEVIEW
REC
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This map was prepared by Escambia County Development Services provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
User: jclemos
Date: 9/10/2020
FDOT

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

DATE: **September 24, 2020**

RE: **Transportation & Traffic Operations (TTO) Comments – OSP-2020-02**

TTO Staff has reviewed the Sector Plan Opt-Out Case OSP-2020-02 1,000 Block of Well Line Road, agenda item for the Planning Board meeting scheduled for October 6, 2020. Please see the below comments.

The property in question is located on either side of Pine Top Lane and has direct access from Well Line Road. Pine Top Lane is a two-lane undivided facility without paved shoulders. The approximate pavement width of Pine Top Lane is 18 feet, with a right-of-way width of 64 feet. The posted speed is 35 MPH. Well Line Road is also a two-lane undivided facility without paved shoulders. The approximate pavement width for this segment of the roadway is 18 feet, with a right-of-way width of 90 feet. The posted speed on Well Line Road is 35 MPH.

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TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: **Horace Jones, Development Services Department Director**
Joy Jones, P.E., Engineering Department Director
Christine Fanchi, P.E., Transportation Engineer
John C. Fisher, Development Services Department

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6 Oct 2020

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: _____ **Agenda Item Number/Description:** Sector Plan 9.6.D

_____ In Favor _____ Against Albrect

*Name: Barbara Albrecht

*Address: 1508 E Brainard St. *City, State, Zip: Pensacola, FL

Email Address: Panhandlewatershed@gmail.com Phone: 850-384-6656

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10-6-2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

V In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

OSP-2020-02

*Name: Elizabeth Westmark

*Address: PO Box 575 *City, State, Zip: Cantonment FL 32533

Email Address: ejwestmark@gmail.com Phone: 850-937-1835

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10-6-2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

OSP-2020-02

*Name: Frank Westmark

*Address: PO Box 575 *City, State, Zip: Cantonment, FL 32533

Email Address: fewestmark@aol.com Phone: 850-937-1835

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Oct. 6, 2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

6B ASP 2020-02

*Name: Jacqueline Rogers

*Address: 1420 Ridge Way *City, State, Zip: Cantonment, FL 32533

Email Address: jacquelinearogers13@gmail.com Phone: _____

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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(850) 595-3481 - FAX
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Please donate my time to Joequline Rogers.

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10/6/20

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR ~~**Regular Planning Board Meeting**~~

Agenda Item Number/Description: 6B

_____ In Favor ✓ Against

*Name: Theora Blackwell

*Address: 9535 Tower Ridge *City, State, Zip: P'cola 32526

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10-6

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2020-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Buddy Page

*Address: 5337 Hamilton Ln *City, State, Zip: Pace FL

Email Address: budpage1@att.net Phone: 232-9853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

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Public Hearing
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Please Print Clearly

Meeting Date: 10/6/20

Rezoning Quasi-judicial Hearing

Rezoning Case #: DSP-2020-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description: 6B

____ In Favor X Against

*Name: MURRAY SHAW

*Address: 754 WELL LINE *City, State, Zip: CANTONMENT FL 32533

Email Address: AMMCPA@GMAIL.COM Phone: 850 712 3890

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

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LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Title block OSP-2020-02

Date: 09/09/20

Date requested back by: 09/14/20

Requested by: 9/10/2020

Phone Number: 850-549-7550

(LEGAL USE ONLY)

Legal Review by Kia M. Johnson

Date Received: 9/10/2020

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY MID-WEST SECTOR PLAN, FINAL LAND USE PLAN, FIGURE 2.01.A, REMOVING A PARCEL WITHIN SECTION 03, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 3401-000-000 TOTALING 19.34 (+/-) ACRES, LOCATED ON PINE TOP LANE, FROM THE ESCAMBIA COUNTY MID-WEST SECTOR PLAN; FURTHER AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED, AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, ASSIGNING A FUTURE LAND USE CATEGORY TO A PARCEL WITHIN SECTION 30, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 3401-000-000 TOTALING 19.34 (+/-) ACRES, OF MIXED-USE SUBURBAN (MU-S); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 16, FLU 16.6.1.V of the Escambia County Comprehensive Plan provides guidelines for removing properties from an approved DSAP; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the boundaries of the Escambia County Mid-West Sector Plan, Final Land Use Plan Map, Figure 2.01.A, Attachment "A;" and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

PB: 10-6-2020
Re: OSP-2020-02
Draft: legal sign-off

DRAFT

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Map Amendment

This Final Land Use Plan Map amendment shall be entitled – "Opting-Out Escambia County Mid-West Sector Plan OSP 2020-02."

Section 3. Changes to the Final Land Use Plan

The Final Land Use Plan (Figure 2.01.A), as adopted in the Escambia County Mid-West Sector Plan, Land Use Plan and Development Program, and all notations, references and information shown thereon, is further amended to remove the following parcel:

> One parcel within Section 03, Township 1N, Range 31W, parcel number 3401-000-000 totaling 19.34 (+/-) acres, located on Pine Top Lane.

The amended Final Land Use Plan Map boundary is reflected in Attachment "B."

Section 4. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Opting-Out Escambia County Mid-West Sector Plan OSP 2020-02."

Section 5. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel within Section 03, Township 1N, Range 31W, parcel number 3401-000-000 totaling 19.34 (+/-) acres, located on Pine Top Lane, included as Attachment "C," **assigning a FLU of Mixed-Use Suburban (MU-S).**

DRAFT

Section 6. Severability

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

Section 7. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____day of_____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: Kia M. Johnson, ACA

Date: 09-14-2020

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

PB: 10-6-2020
Re: OSP-2020-02
Draft: legal sign-off

DRAFT

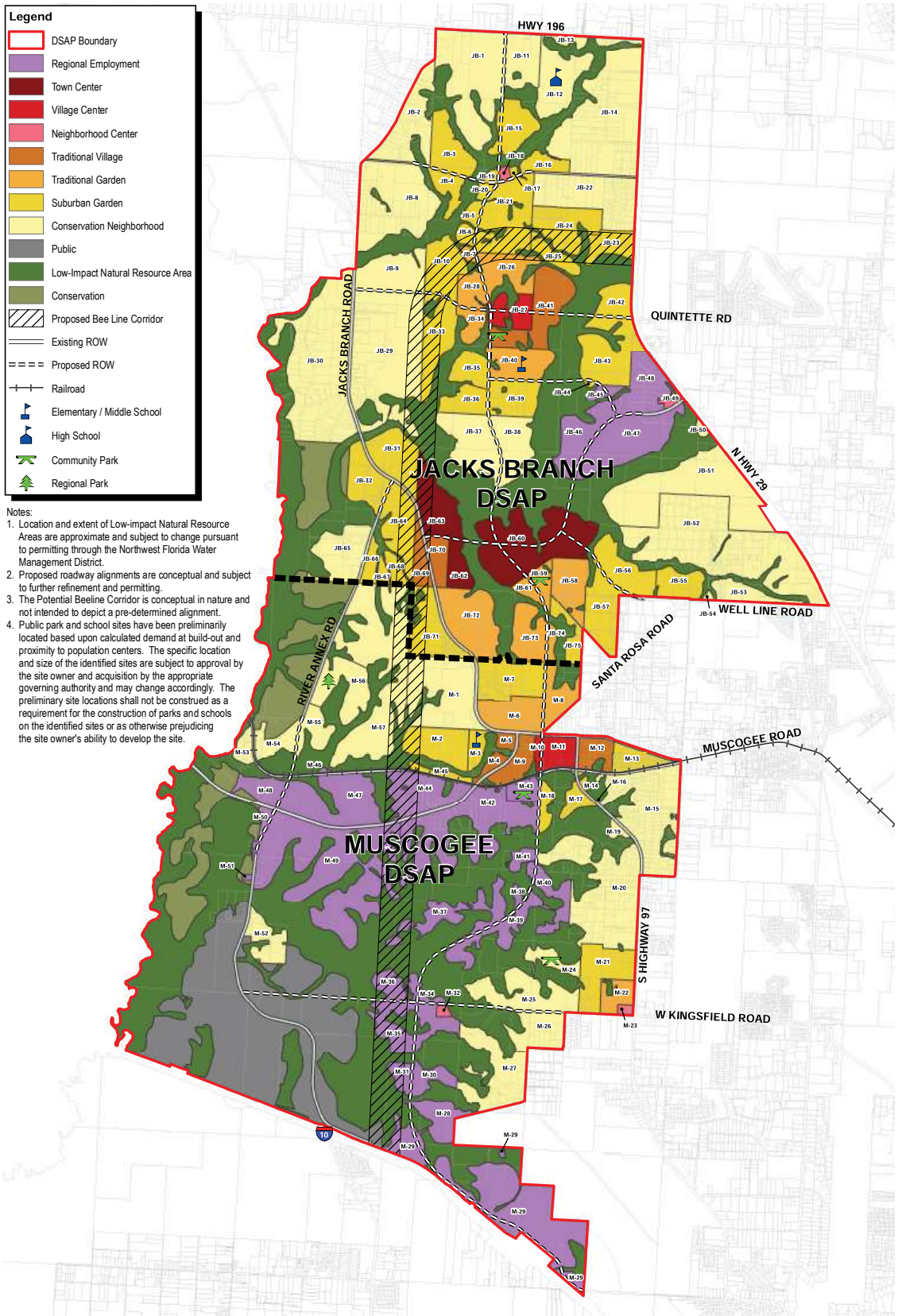


Figure 2.01.A Final Land Use Plan

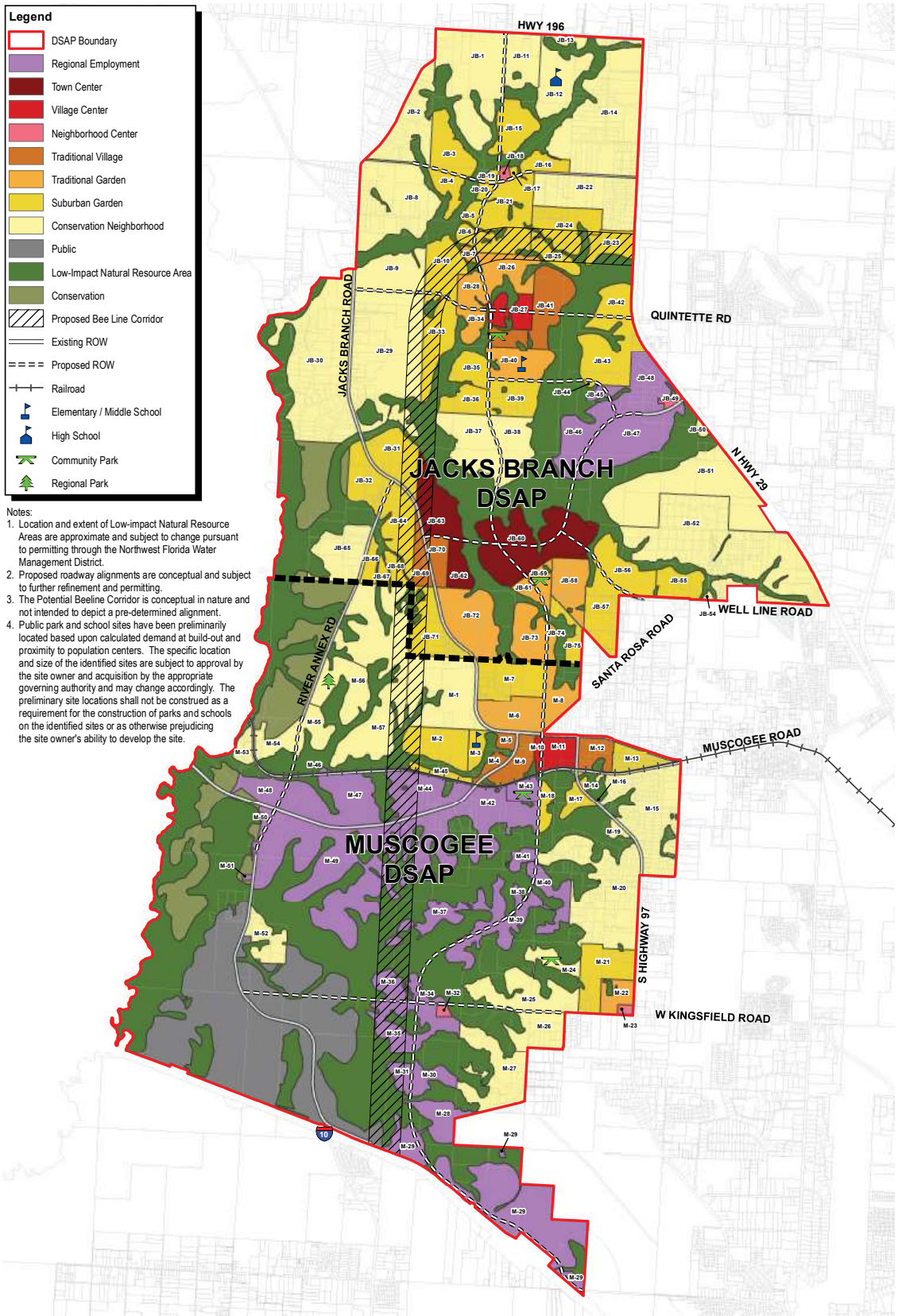
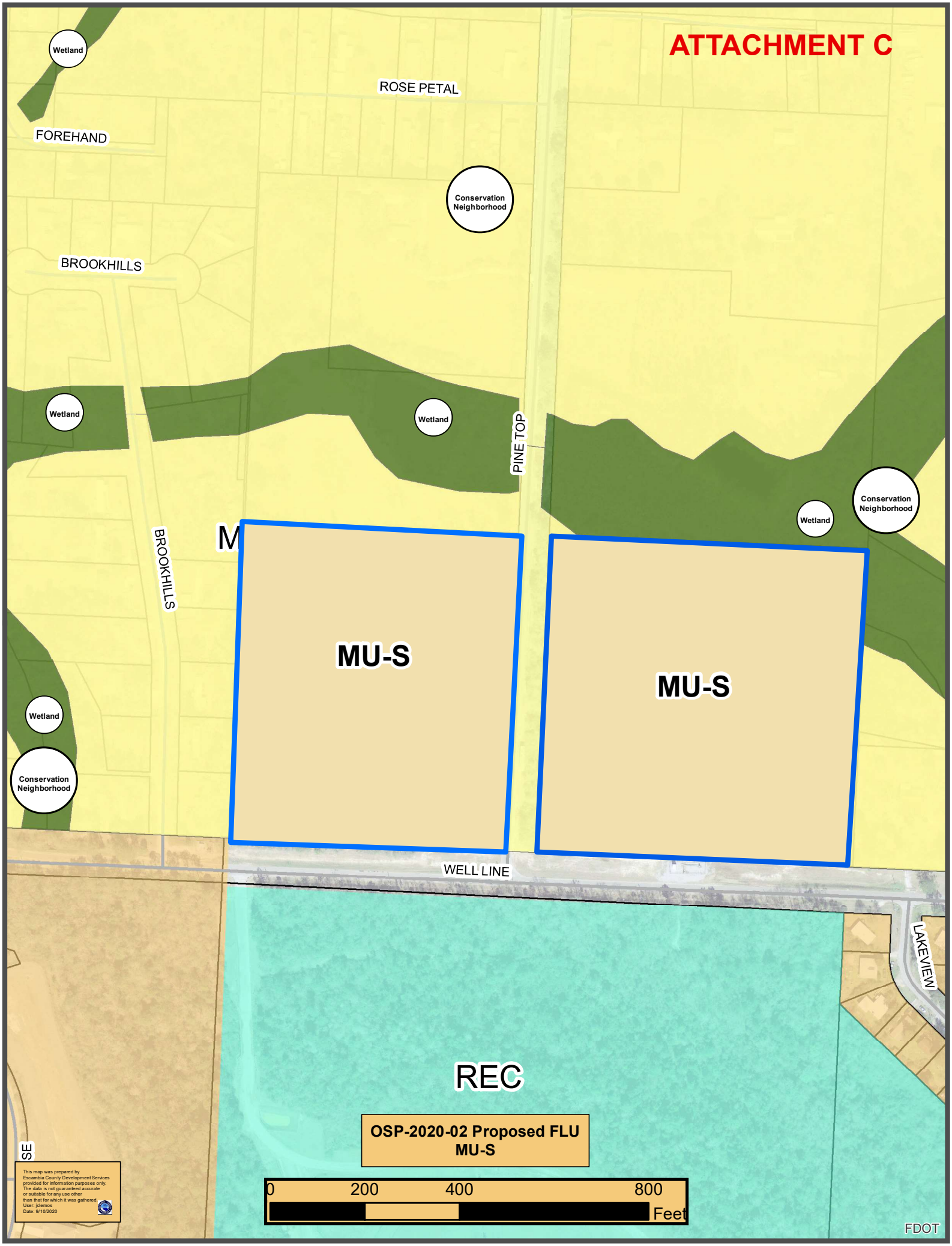


Figure 2.01.A Final Land Use Plan


ATTACHMENT C
Wetland
ROSE PETAL
FOREHAND
Conservation Neighborhood
BROOKHILLS
Wetland
Wetland
PINE TOP
Conservation Neighborhood
Wetland
BROOKHILLS
MU-S
MU-S
Wetland
Conservation Neighborhood
WELL LINE
LAKEVIEW
REC
OSP-2020-02 Proposed FLU
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Feet
This map was prepared by Escambia County Development Services provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
User: jclemos
Date: 9/10/2020
FDOT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18815 **Growth Management Report 10. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 11/05/2020
Issue: 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, LSA-2019-05
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, LSA-2019-05

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

This serves as the second of two public hearings.

BACKGROUND:

The applicant is requesting a Future Land Use Map change from Commercial (C) to Mixed-Use Urban (MU-U) in order to obtain an increase in residential development.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Kia Johnson, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Comprehensive Plan will be filed with the Department of State following adoption by the Board.

Implementation of this Ordinance will consist of an amendment to the Future Land Use Map and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

LSA-2019-05 Working Case File
Draft Ordinance
Clean Ordinance

LSA-2019-05

Board of County Commissioners • Escambia County, Florida

Horace Jones, Director
Development Services

August 11, 2020

Mr. Ray Eubanks, Plan Processing Administrator
Florida Department of Economic Opportunity
Division of Community Planning
Caldwell Building
107 East Madison, MSC 160
Tallahassee, FL32399-4120

RE: Proposed Escambia County Comprehensive Plan Map Amendment LSA-2019-05

Dear Mr. Eubanks:

On behalf of Escambia County, enclosed are three (3) copies of the proposed Escambia County Comprehensive Plan Map Amendment which are forwarded for your review. This amendment is subject to the Expedited Review process pursuant to Section 163.3184(2), (3) and (5), Florida Statues (F.S.).

The Local Planning Agency (LPA) considered the LSA on December 5, 2019 and approved this amendment for transmittal to the Board of County Commissioners (BCC), which subsequently held a transmittal public hearing for the amendment on August 6, 2020, and approved submission of this package to the Department of Economic Opportunity.

Pursuant to the new Comprehensive Plan Amendment Processing Guidelines, a copy of the proposed amendment package is being forwarded to the Department of Environmental Protection, the Florida Department of Transportation, (District Three), the Department of State, the Emerald Coast Regional Council, the Northwest Florida Water Management District, the Military Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field, the Florida Fish and Wildlife Conservation Commission, and the Florida Department of Agriculture and Consumer Services, concurrent with this submittal. This amendment is not applicable to the area of critical state concern and has not been prepared under a joint planning agreement.

Sincerely,

Horace Jones
Department Director

3363 West Park Place • Pensacola, Florida 32505
850.595.3475 or 850.595.3550 • www.myescambia.com

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
EXECUTIVE DIRECTOR

September 18, 2020

The Honorable Steven Barry
Chairman, Escambia County
Board of County Commissioners
221 Palafox Place
Pensacola, Florida 32502

Dear Chairman Barry:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for Escambia County (Amendment No. 20-05ESR; County Number LSA-2019-05) received on August 20, 2020. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the County is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the County. **If the County receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the County that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Valerie James, Planning Analyst, by telephone at (850) 717-8493 or by email at valerie.james@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/vj

Enclosure(s): Procedures for Adoption

cc: Horace Jones, Development Services Director, Escambia County
Austin Mount, Executive Director, Emerald Coast Regional Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

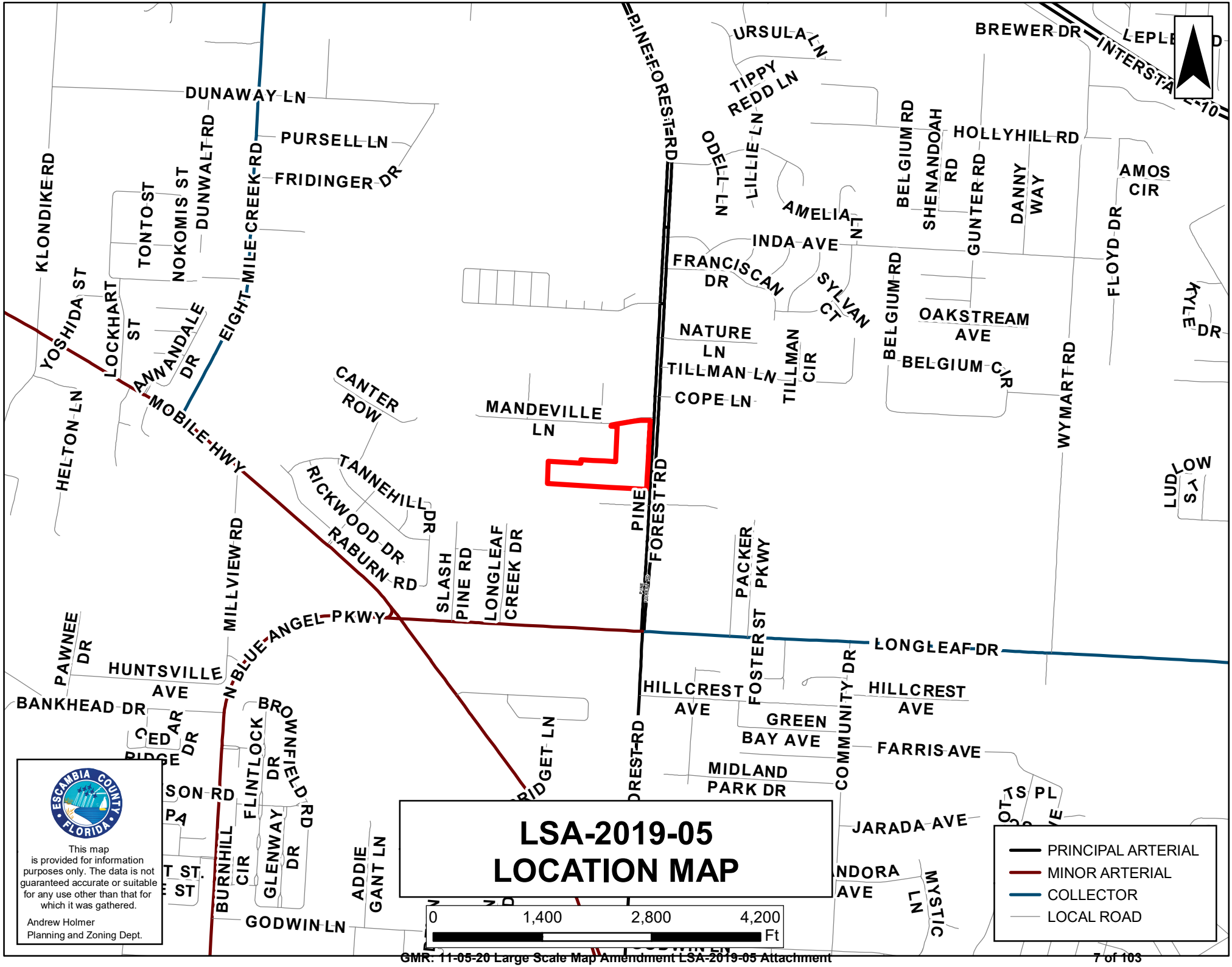
Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.


LSA-2019-05
LOCATION MAP
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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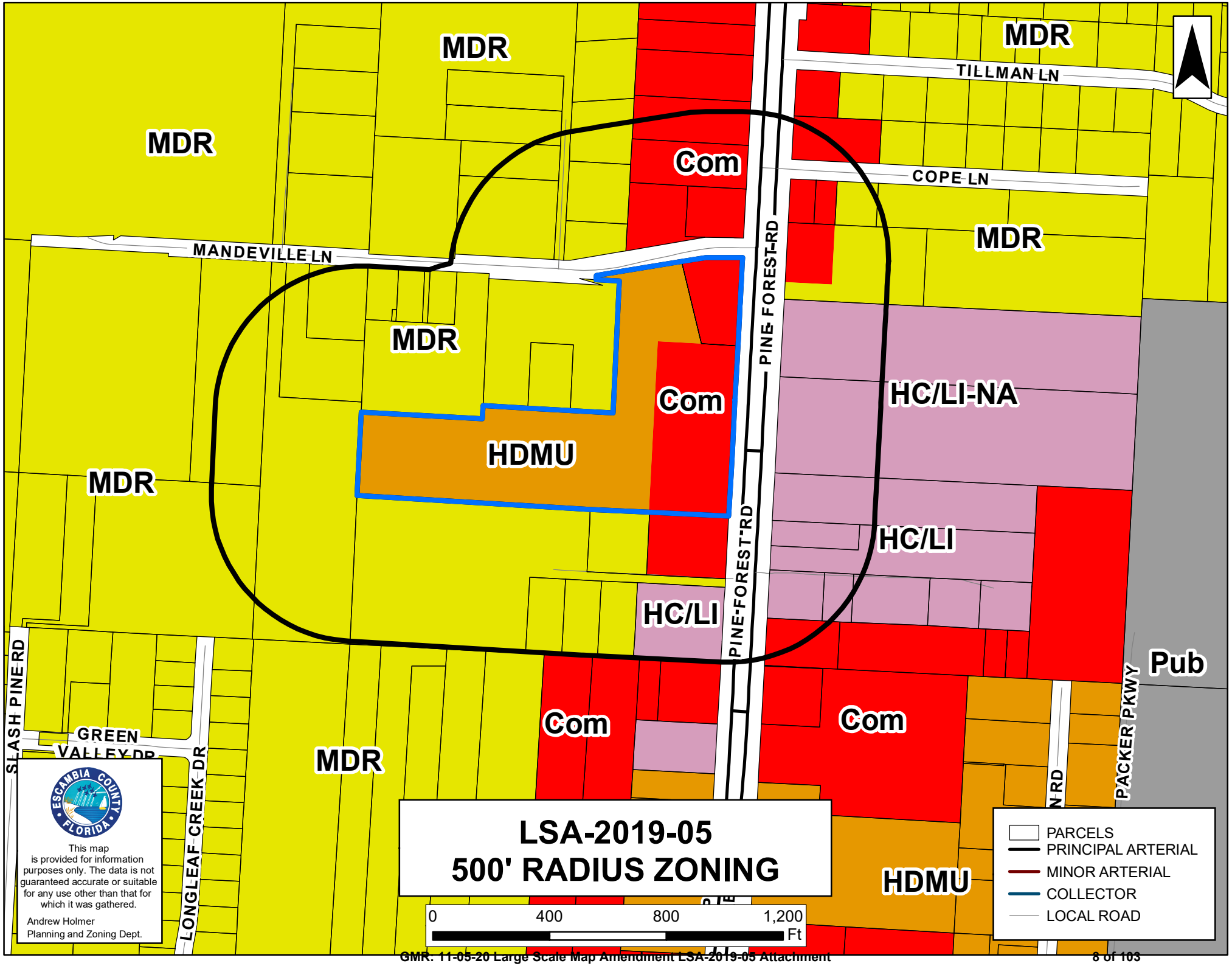
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
ESCAMBIA COUNTY FLORIDA
MANDEVILLE LN
PINE FOREST RD
NATURE LN
TILLMAN LN
COPE LN
TILLMAN CIR
CANTER ROW
TANNEHILL DR
RICKWOOD DR
RABURN RD
SLASH PINE RD
LONGLEAF CREEK DR
N BLUE ANGEL PKWY
LONGLEAF DR
HILLCREST AVE
GREEN BAY AVE
FARRIS AVE
MIDLAND PARK DR
JARADA AVE
COMMUNITY DR
FOSTER ST
PACKER PKWY
MOBILE HWY
MILLVIEW RD
HELTON LN
YOSHIDA ST
KLONDIKE RD
LOCKHART ST
TONTO ST
NOKOMIS ST
DUNWALT RD
ANNANDALE DR
EIGHT MILE CREEK RD
DUNAWAY LN
PURSELL LN
FRIDINGER DR
URSULA LN
TIPPY REDD LN
ODELL LN
LILLIE LN
AMELIA LN
INDA AVE
FRANCISCAN DR
SYLVAN CT
BELGIUM RD
SHENANDOAH RD
HOLLYHILL RD
GUNTER RD
DANNY WAY
AMOS CIR
FLOYD DR
KYLE DR
OAKSTREAM AVE
BELGIUM CIR
WYMART RD
LUDLOW LN
BREWER DR
INTERSTATE 10
PAWNEE DR
HUNTSVILLE AVE
BANKHEAD DR
CEDAR RIDGE DR
BURNHILL CIR
FLINTLOCK DR
GLENWAY DR
BROWNFIELD RD
ADDIE GANT LN
GODWIN LN
MYSTIC LN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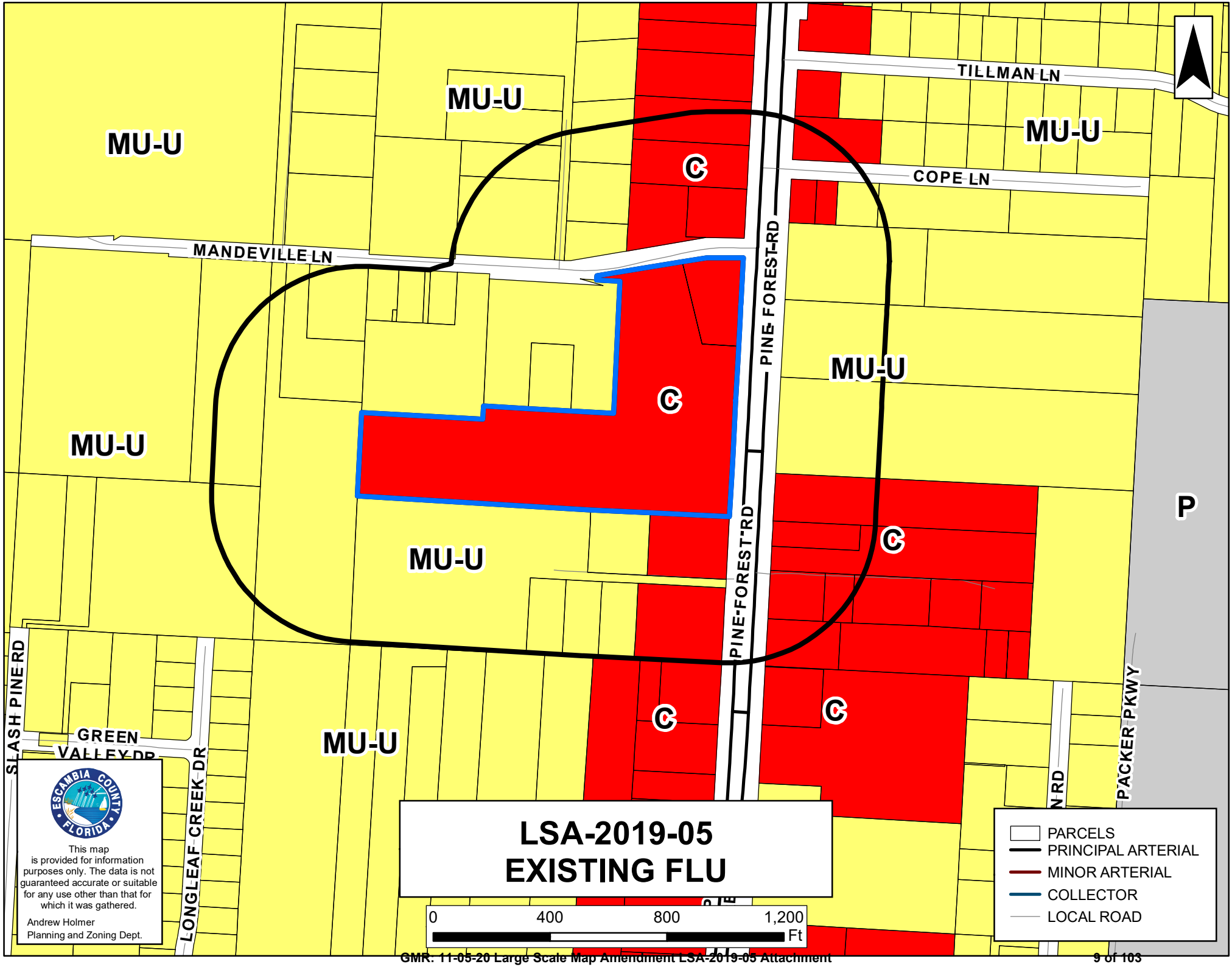
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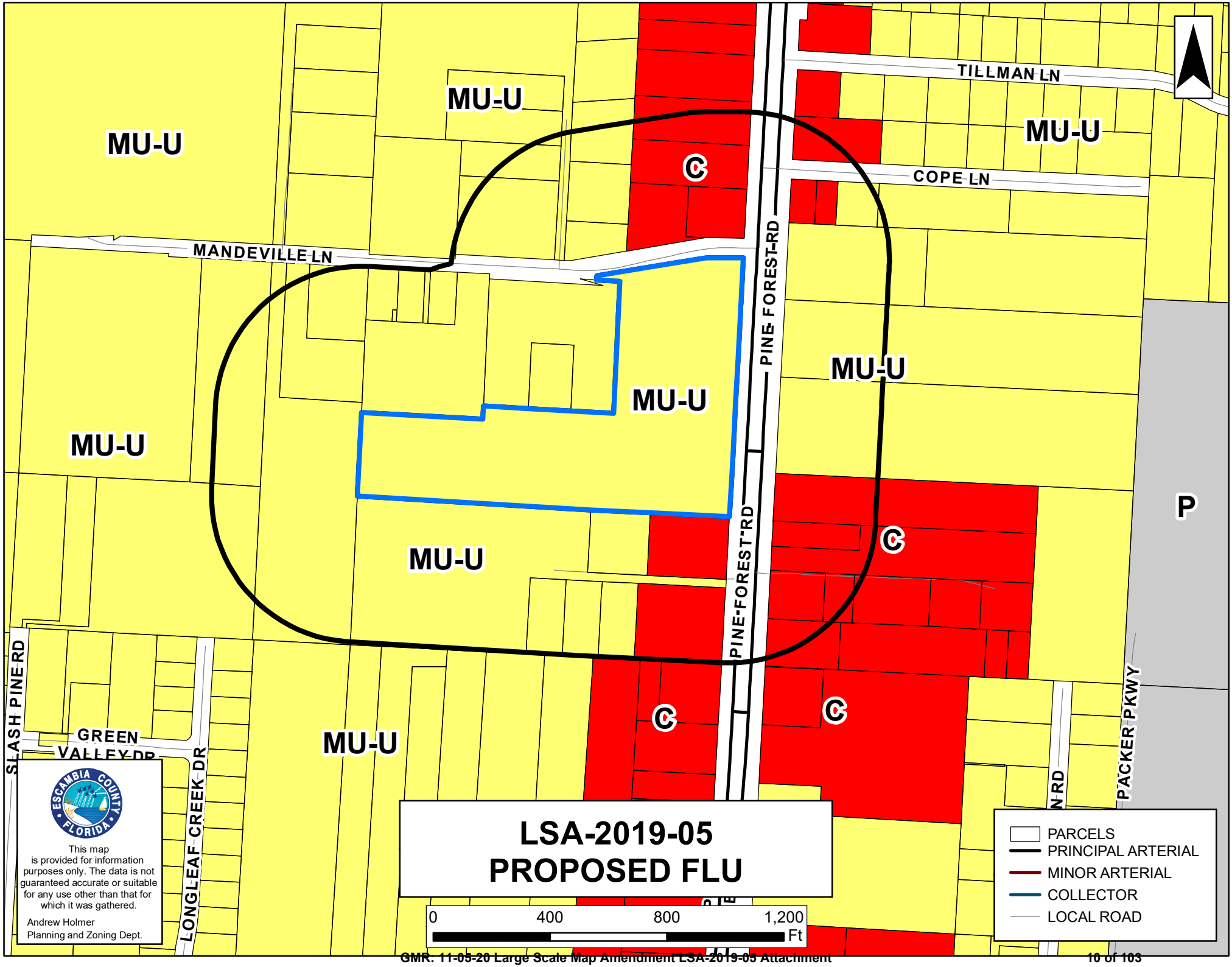
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LOCAL ROAD
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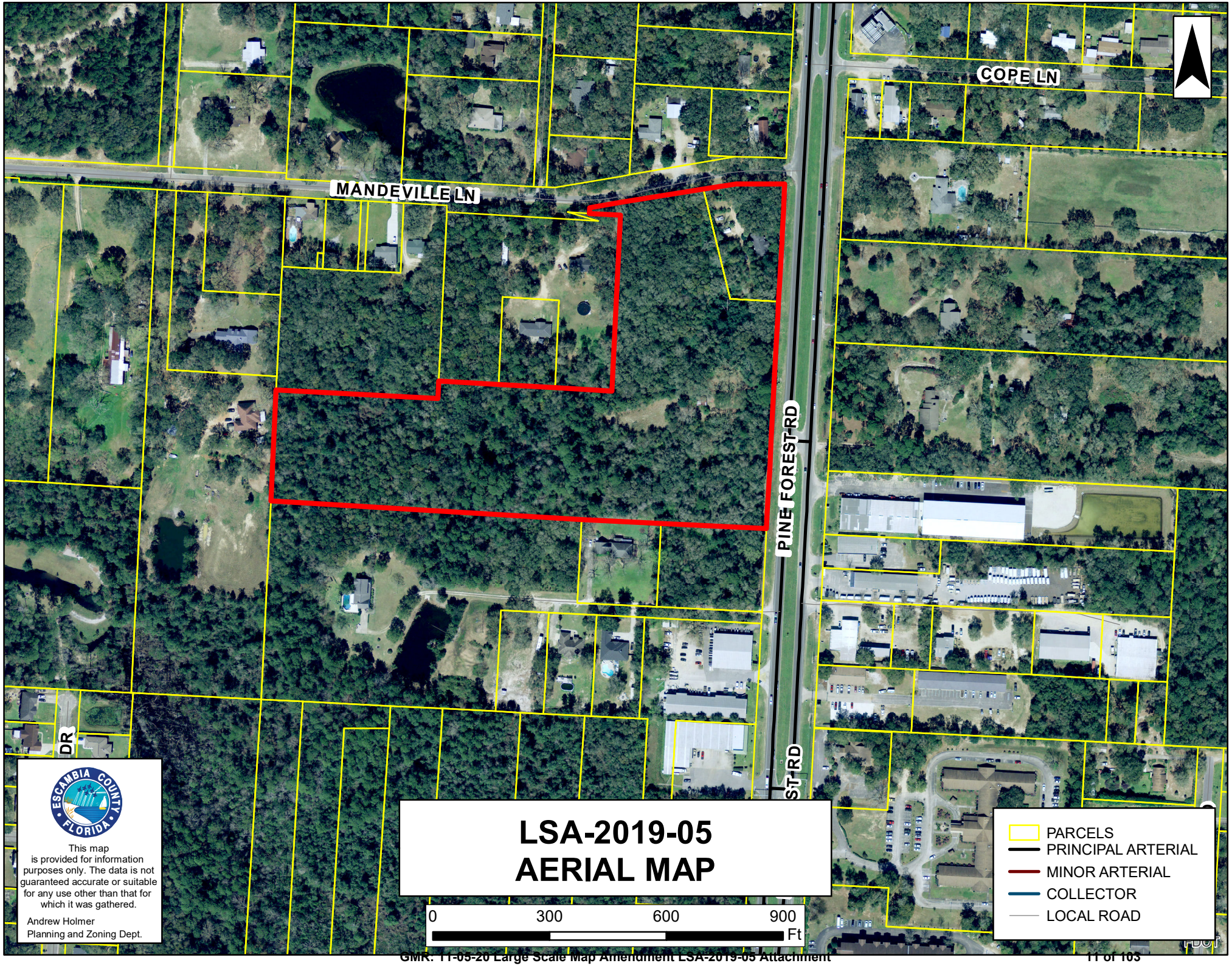
Andrew Holmer
Planning and Zoning Dept.


MANDEVILLE LN
COPE LN
PINE FOREST RD
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LSA-2019-05
AERIAL MAP
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Notice of Public Hearing Sign



Looking south from northern parcel



Looking north from subject parcel



Looking onto corner parcel to the north



Another view into
the southern parcel



Looking east across Pine Forrest Rd



Looking southeast across Pine Forest Rd



Looking east across Pine Forest Rd from another point on the parcel



Looking south from southern most part of parcel



Looking west onto subject parcel



Looking at 7055
Pine Forest Rd



Looking toward corner parcel

CLARK PARTINGTON
ATTORNEYS AT LAW

Meredith D. Crawford, AICP
Direct (850) 208-7088
mcrawford@clarkpartington.com
Board Certified City, County and Local Government Attorney

July 23, 2020

VIA E-MAIL ONLY –
krmeador@myescambia.com
Kayla Meador
Development Services
3363 West Park Place
Pensacola, FL 32505

RE: LSA-2019-05; Representation of Applicant

Dear Ms. Meador:

We represent property owner Eric Gleaton and applicant Pine Forest Development Group in their application for a future land use amendment at 7045 Pine Forest Road. Please find enclosed the Affidavit of Owner and Limited Power of Attorney signed by Eric Gleaton which authorizes us to submit this application on the applicant's behalf. If you should have any questions, please do not hesitate to call.

With kind regards, I remain

Sincerely yours,

Meredith Crawford

Meredith D. Crawford

MDC/emp
Enclosure
A3942440.DOCX

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 7045 Pine Forest Road and 7055 Pine Forest Road, Florida, property reference number(s) 241S341230000020 and 214S313140000000

I hereby designate Clark Partington Attorneys at Law; Will Dunaway, Esq., on behalf of Pine Forest Development Group, LLC/Rudnick Development for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this ____ day of July the year of, 2020, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: William J. Dunaway, Esq. Email: wdunaway@clarkpartington.com

Address: 125 E. Intendencia Street, 4th Floor, Pensacola, FL 32502 Phone: (850) 208-7020

Eric Gleaton	Eric Gleaton	7-20-2020
Signature of Property Owner	Printed Name of Property Owner	Date
	William J. Dunaway	7/20/2020
Signature of Agent	Printed Name of Agent	Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20 ___,

by _____.

by means of ☐ physical presence or ☐ online notarization. Type of Identification Produced: _____

_____

_____ _____

Signature of Notary Printed Name of Notary

(Notary Seal)

Letter of Request

We are requesting the Future Land Use (FLU) Amendment for these two parcels on Pine Forest in order to development residential properties. Currently, the present zonings under the current FLU of Commercial do not allow any residential uses outside of a predominately commercial development. Therefore, we are proposing a FLU Amendment to change the two parcels to FLU MU-U, which allows residential development without any such restriction.

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST

1. ✓ Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).
2. ✓ Letter of request, including reason(s) for map amendment and desired future land use category
3. ✓ Completed Application which includes (Notarized Affidavit of Ownership and Authorization, Notarized Affidavit of Ownership and Limited Power of Attorney if agent will act in owner's behalf, and Concurrency Determination Acknowledgement.)
4. ✓ Proof of Ownership (Copy of Warranty Deed or Tax Notice) Also need copy of Contract for Sale if the change of ownership has not yet been recorded.
5. ✓ Street Map depicting general property location
6. ✓ Legal Description of exact property area proposed for a future land use map amendment, including:
   - ___ Street Address
   - ___ Property Reference Number(s)
   - ___ Boundary Survey
   - ___ Total acreage requested for amendment
7. ✓ Land Use Map Amendment Application fee
8. ✓ Complete Data and Analysis (See applicable page herein)

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place. Pensacola. FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT ✓
Current FLU: C Desired FLU: MU-U Zoning: HDMU/Con Taken by: A Lindsay
Planning Board Public Hearing, date(s): December 3, 2019

BCC Public Hearing, proposed date(s): _____

Fees Paid 2,969.50 Receipt # _____ Date: _____

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Eric Gleaton

Address: 102 W Nine Mile Rd

City: Pensacola State: FL Zip Code: 32526

Telephone: (850) 572-5130

Email: ericgleaton@ericgleaton.com

DESCRIPTION OF PROPERTY:

Street address: 7045 & 7055 Pine Forest Road Pensacola, FL 32534

Subdivision:

Property reference number: Section 24 Township 1S Range 31W
4230 000 020
Parcel 3140 Lot 000 Block 000

Size of Property (acres) 14.4

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Eric Gleaton ERIC GLEATON 10-8-19
Signature (Property Owner) Printed Name Date

Chris Thompson 10-8-19
Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 102 E. Nine Mile Road

City: Pensacola State: FL Zip: 32534

Telephone (850) 572 - 5130 Fax # (850) 572 - 5130

Email: ericgleaton@ericgleaton.com

STATE OF Escambia
COUNTY OF Florida

The forgoing instrument was acknowledged before me this 8 day of October, year of 2019 by, Eric Gleaton who ( ) did (~~)~~ did not take an oath. He/she is ( ) personally known to me, (X) produced current Florida/Other driver's license, and/or ( ) produced current DL G435-212-55-175 as identification.

Vivian Gilmore 10-8-19 Vivian Gilmore
Signature of Notary Public Date Printed Name of Notary
My Commission Expires _____ Commission No. _____
(Notary seal must be affixed)

VIVIAN K. GILMORE
MY COMMISSION # GG 112718
EXPIRES: June 7, 2021
Bonded Thru Notary Public Underwriters

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 7045/7055 Pine Forest Road, Pensacola, Florida, Property Reference Number(s) 241S314230000020 & 241S313140000000, I hereby designate Chris Thompson, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 8th day of October, the year of 2019, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

Eric Gleaton 10-8-19 ERIC GLEATON
Signature of Property Owner Date Printed Name of Property Owner

10-8-19 Chris Thompson
Signature of Agent Date Printed Name of Agent

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 8 day of October, year of 2019, by Eric Gleaton who ( ) did (X) did not take an oath.

He/she is ( ) personally known to me, (X) produced current Florida/Other driver's license, and/or ( ) produced current DL 435-212-55-175-0 as identification.

Vivian Gilmore 10-8-19 Vivian Gilmore
Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

VIVIAN K. GILMORE
MY COMMISSION # GG 112718
EXPIRES: June 7, 2021
Bonded Thru Notary Public Underwriters

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: Pine Forest Residential Development

Property reference #: Section 24 Township 1S Range 31W

Parcel # 241S31423000020 241S313140000000

Project Address: 7045 Pine Forest Road

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 8 DAY OF OCT., 2019

Eric Gleaton — ERIC GLEATON
Owner's signature — Owner's name (print)

Chris Thompson
Agent's signature — Agent's name (print)

OR 3004 PG 240

QUIT CLAIM DEED

D. S. PD. # 2.75
DATE 5-14-91
JOE A. FLOWERS, COMPTROLLER
BY Frances B. Walker D.C.
CERT. REG. #59-2043328-27-01

Hayes' Form 133 PRINTED AND FOR SALE BY HAYES PRINTING CO. PENSACOLA FLA 18378

400 + 1.50
2.75
13.75

State of Florida.

ESCAMBIA County

KNOW ALL MEN BY THESE PRESENTS, That WILLIAM M. BRAMBLETT and ROBBIE D. BRAMBLETT

for and in consideration of Ten Dollars and other good and valuable considerations - - - - - - - - - - - - - - DOLLARS,

the receipt whereof is hereby acknowledged, do remise, release, and quit claim unto

ERIC LYNN GLEATON

188 E. Pine Rd. Pensacola FL 32534

his heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia State of Florida to-wit:

Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89°50'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 feet to the West right-of-way line of Pine Forest Road (150' R/W); thence North 00°19'10" East along said West right-of-way line a distance of 63.00 feet to the South right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet; thence South 00°19'10" West for a distance of 300.00' for the Point of Beginning: thence continue along the same course for a distance of 25.00 feet; thence North 89°50'30" east for a distance of 125.00'; thence North 00°19'10" East for a distance of 25.00 feet; thence south 89°50'30" West for a distance of 125.00 feet to the Point of Beginning containing 0.07 Acres more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF, We have hereunto set our hands and seal this 13th day of ~~March~~ MAY A.D. 19 91

William M. Bramblett (SEAL)

Robbie D. Bramblett (SEAL)

Signed, sealed and delivered in the presence of

Earle D. Mussachia

Betty Summerlett

This instrument was prepared by:

ERIC GLEATON

88 E 9 Mile RD

Address

State of FLORIDA)

County of ESCAMBIA)

This day, before the undersigned Notary Public, personally appeared WILLIAM M. BRAMBLETT and ROBBIE D. BRAMBLETT,

to me well known to be the individual described in and who executed the foregoing Quit Claim Deed, and acknowledged that they executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 13th day of May, 1991.

Notary

My commission expires: 12-9-92

875304

FILED AND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO., FLA. ON MAY 14 12 29 PM '91

THIS DEED IS BEING RE-RECORDED TO CORRECT A TYPOGRAPHICAL ERROR IN THE LEGAL DESCRIPTION.

OR 2773 PG 473
OR 2765 PG 554

STATE OF FLORIDA)
: WARRANTY DEED
COUNTY OF ESCAMBIA)

KNOW ALL MEN BY THESE PRESENTS, that JACK D. ALSIP and CAROLINE D. ALSIP, husband and wife, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto ERIC LYNN GLEATON whose tax identification number is [redacted] and whose address is 1941 WOODBRIDGE, PENSACOLA, FLORIDA 31514, heirs, personal representatives, successors and assigns, forever, the following real property, situate, lying and being in the County of ESCAMBIA, State of Florida, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO, MADE A PART HEREOF, AND MARKED EXHIBIT 'A'.

D.S. PD. $ 280.00
DATE Oct. 10, 1989
JOE A. FLOWERS, COMPTROLLER
BY: Barbara Bethea D.C.
CERT. REG. #59-2043328-27-01

(Parcel Tax Identification #_____)

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any.

TO HAVE AND TO HOLD, unto the Grantee, his heirs, successors and assigns forever. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead. And we covenant that we are well seized of an indefeasible estate in fee simple in said property and have a good right to convey the same; that it is free from all encumbrances and that we, our heirs, personal representatives, successors and assigns, the said Grantee, his heirs, personal representatives, successors and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend, subject to the exceptions set forth above.

IN WITNESS WHEREOF, we have hereto set our hands and seals this 9th day of October, 1989.

Signed, sealed and delivered in the presence of:

Jack D. Alsip
JACK D. ALSIP

Caroline D. Alsip
CAROLINE D. ALSIP

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of October, 1989, by JACK D. ALSIP and CAROLINE D. ALSIP, husband and wife.

Notary Public
My commission expires: 6/19/93

This instrument prepared by:
James J. Reeves
Attorney at Law
730 Bayfront Parkway, Suite 4-B
Pensacola, FL 32501

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:
Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89°50'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 feet to the West right-of-way line of Pine Forest Road (150.00' R/W); thence North 00°19'10" East along said West right-of-way line a distance of 63.00 feet to the South right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet for the POINT OF BEGINNING; thence continue along said right-of-way line South 77°08'51" West a distance of 145.96 feet; thence South 00°19'10" West a distance of 610.13 feet; thence North 80°52'28" East a distance of 270.78 feet to said West right-of-way line of Pine Forest Road; thence North 00°19'10" West along said West right-of-way line a distance of 275.00 feet; thence South 89°50'30" West a distance of 125.00 feet; thence North 00°19'10" East a distance of 325.00 feet to the POINT OF BEGINNING.

PARCEL 2:
Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89°50'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 feet to the West right-of-way line of Pine Forest Road (150' R/W); thence North 00°19'10" East along said West right-of-way line, a distance of 63.00 feet to the South right-of-way line of Mandevile Lane (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet; thence continue along said right-of-way line South 77°08'51" West a distance of 145.96 feet to the POINT OF BEGINNING; thence continue along the same course a distance of 208.98 feet; thence South 00°03'58" West a distance of 15.00 feet; thence North 89°50'30" East a distance of 59.76 feet; thence South 00°03'58" West a distance of 450.00 feet; thence South 89°50'30" West a distance of 450.00 feet; thence South 00°03'58" West a distance of 45.00 feet; thence South 89°50'30" West a distance of 420.00 feet to the West line of the Southeast 1/4 of the Southwest 1/4; thence South 00°03'58" West along said West line a distance of 283.66 feet; thence North 89°45'27" East a distance of 1277.33 feet to said West right-of-way line of Pine Forest Road; thence North 00°19'10" East along said West right-of-way line a distance of 269.80 feet; thence South 80°52'28" West a distance of 270.78 feet; thence North 00°19'10" East a distance of 610.13 feet to the POINT OF BEGINNING.

PARCEL 3:
Commencing at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence North 00°19'10" East along the East line of said Northeast 1/4 of the Southwest 1/4 a distance of 129.00 feet to the Easterly extension of the North right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said North right-of-way line a distance of 181.99 feet for the POINT OF BEGINNING; thence continue along said North right-of-way line South 77°08'51" West a distance of 275.24 feet; thence North 00°19'10" East a distance of 60.49 feet; thence North 89°50'30" East a distance of 268.01 feet to the POINT OF BEGINNING.

OCT 31 4 54 PM '95

754397

Recorded in Public Records 10/30/2015 at 12:42 PM OR Book 7429 Page 529, Instrument #2015083317, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $455.00

Prepared By:
Thomas G. Van Matre, Jr.
Taylor & Van Matre, P.A.
4300 Bayou Blvd., Suite #16
Pensacola, Florida 32503
File Number: TVM15-2072
Sales Price $65,000.00

WARRANTY DEED
(INDIVIDUAL)

This WARRANTY DEED, dated **October 29, 2015**
by
WILEY MARVIN BRAMBLETT, as to an undivided one-third (1/3) interest and PATRICIA MAE BRAMBLETT COTTON, as to an undivided one-third (1/3) interest and CLARA A. BRAMBLETT SHULER, as to an undivided one-third (1/3) interest
whose post office address is:
6750 KLONDIKE ROAD, PENSACOLA, FL 32526
hereinafter called the GRANTOR, to
ERIC GLEATON
whose post office address is:
102 E. 9 MILE ROAD, PENSACOLA, FL 32534
hereinafter called the GRANTEE:
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)
WITNESSETH: That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Escambia** County, Florida, viz:

Begin at the Northeast corner of the Southeast Quarter of the Southwest Quarter, South 89 degrees 50 minutes 30 seconds West 50 feet to West R/W line of Pine Forest Road (150 ft R/W), North 0 degrees 19 minutes 10 seconds East along the West R/W line 63 feet to South R/W of Mandeville Lane for POB, South 89 degrees 50 minutes 30 seconds West along the South R/W of Mandeville Lane 125 feet, South 77 degrees 08 minutes 51 seconds West 87 feet, South 16 degrees 30 minutes 12 seconds East 292.70 feet, North 89 degrees 50 minutes 30 seconds East 125 feet to West R/W of Pine Forest road, North along the West R/W of road 300 feet to Point of Beginning.

Parcel ID Number:241S31-3140-000-000
THE ABOVE DESCRIBED PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE GRANTORS.
SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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

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

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

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

Signed, sealed and delivered in our presence:

Witness Printed Name YVONNE BOUDREAUX

Witness Printed Name Denise Minton

Witness Printed Name Tammy L Barr

Witness Printed Name Denise Minton

Wiley Marvin Bramblett (Seal)
WILEY MARVIN BRAMBLETT

Patricia Mae Bramblett Cotton (Seal)
PATRICIA MAE BRAMBLETT COTTON

BK: 7429 PG: 530

Witness Printed Name

Witness Printed Name

CLARA A. BRAMBLETT SHULER (Seal)

State of FLORIDA
County of ESCAMBIA
THE FOREGOING INSTRUMENT was acknowledged before me this **October 29, 2015** by:**WILEY MARVIN BRAMBLETT** who is personally known to me or who has produced **Drivers License** as identification.

C. Denise Minton
Notary Public, State of Florida
My Comm. Expires Oct 30, 2017
Commission No. FF 39584

NOTARY PUBLIC
My Commission Expires:

State of FLORIDA
County of ESCAMBIA
THE FOREGOING INSTRUMENT was acknowledged before me this **October 29, 2015** by:**PATRICIA MAE BRAMBLETT COTTON** who is personally known to me or who has produced **Drivers License** as identification.

C. Denise Minton
Notary Public, State of Florida
My Comm. Expires Oct 30, 2017
Commission No. FF 39584

NOTARY PUBLIC
My Commission Expires:

State of FLORIDA
County of ESCAMBIA
THE FOREGOING INSTRUMENT was acknowledged before me this **October 29, 2015** by:**CLARA A. BRAMBLETT SHULER** who is personally known to me or who has produced **Drivers License** as identification.

C. Denise Minton
Notary Public, State of Florida
My Comm. Expires Oct 30, 2017
Commission No. FF 39584

NOTARY PUBLIC
My Commission Expires:

BK: 7429 PG: 531 Last Page

RESIDENTIAL SALES
ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, seller of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the county of the veracity of any disclosure statement.

NAME OF ROADWAY: PINE FOREST ROAD

LEGAL ADDRESS OF PROPERTY:
7055 PINE FOREST ROAD, PENSACOLA, Florida 32526

THE COUNTY HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE. (STATE ROAD)

This form completed by: TVM15-2072
Taylor & Van Matre, P.A.
4300 Bayou Boulevard ,Suite 16
Pensacola , Florida

AS TO SELLER(S):

- Witness

- Witness

WILEY MARVIN BRAMBLETT - Seller

PATRICIA MAE BRAMBLETT COTTON - Seller

CLARA A. BRAMBLETT SHULER - Seller

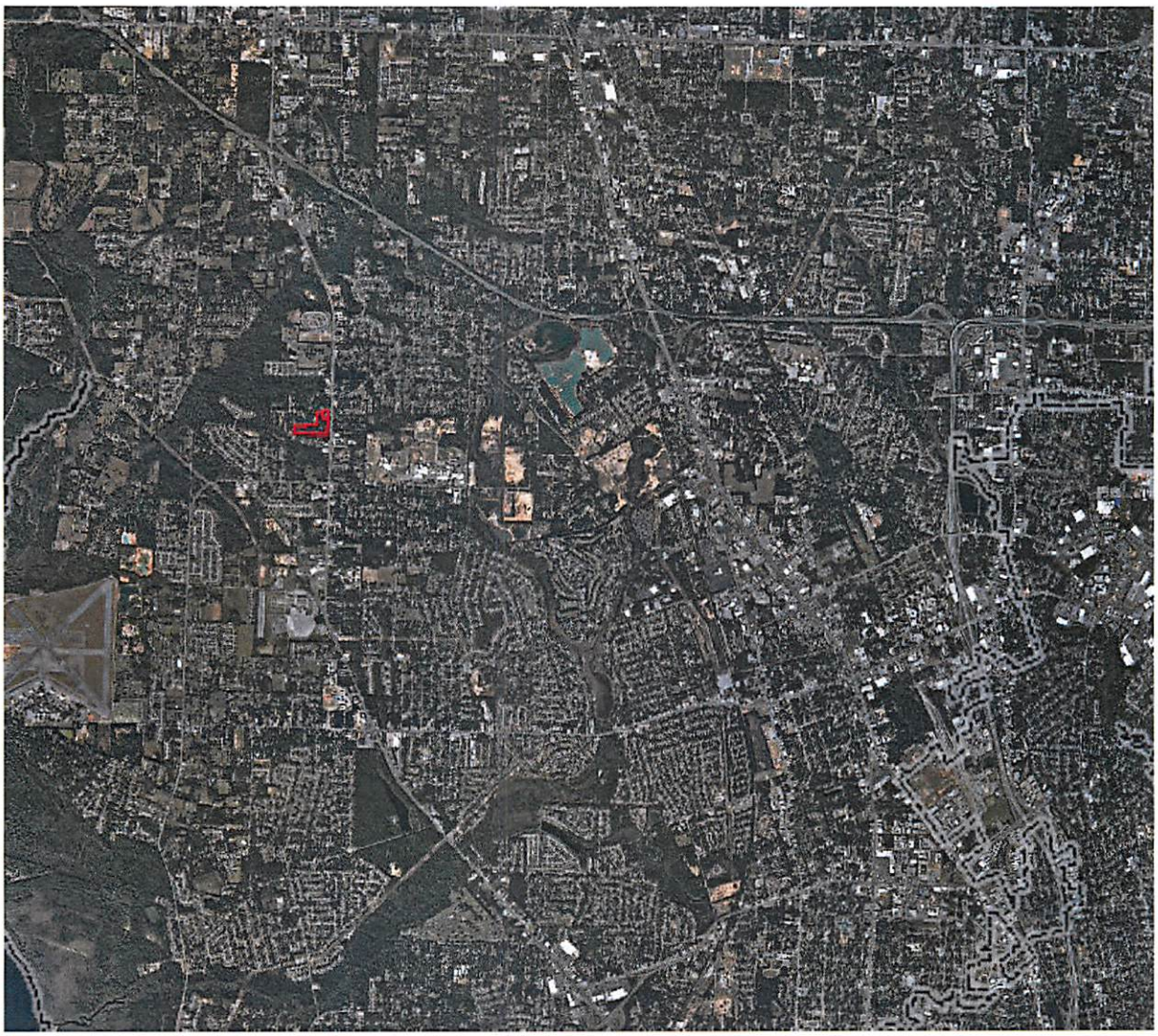
AS TO BUYER(S):

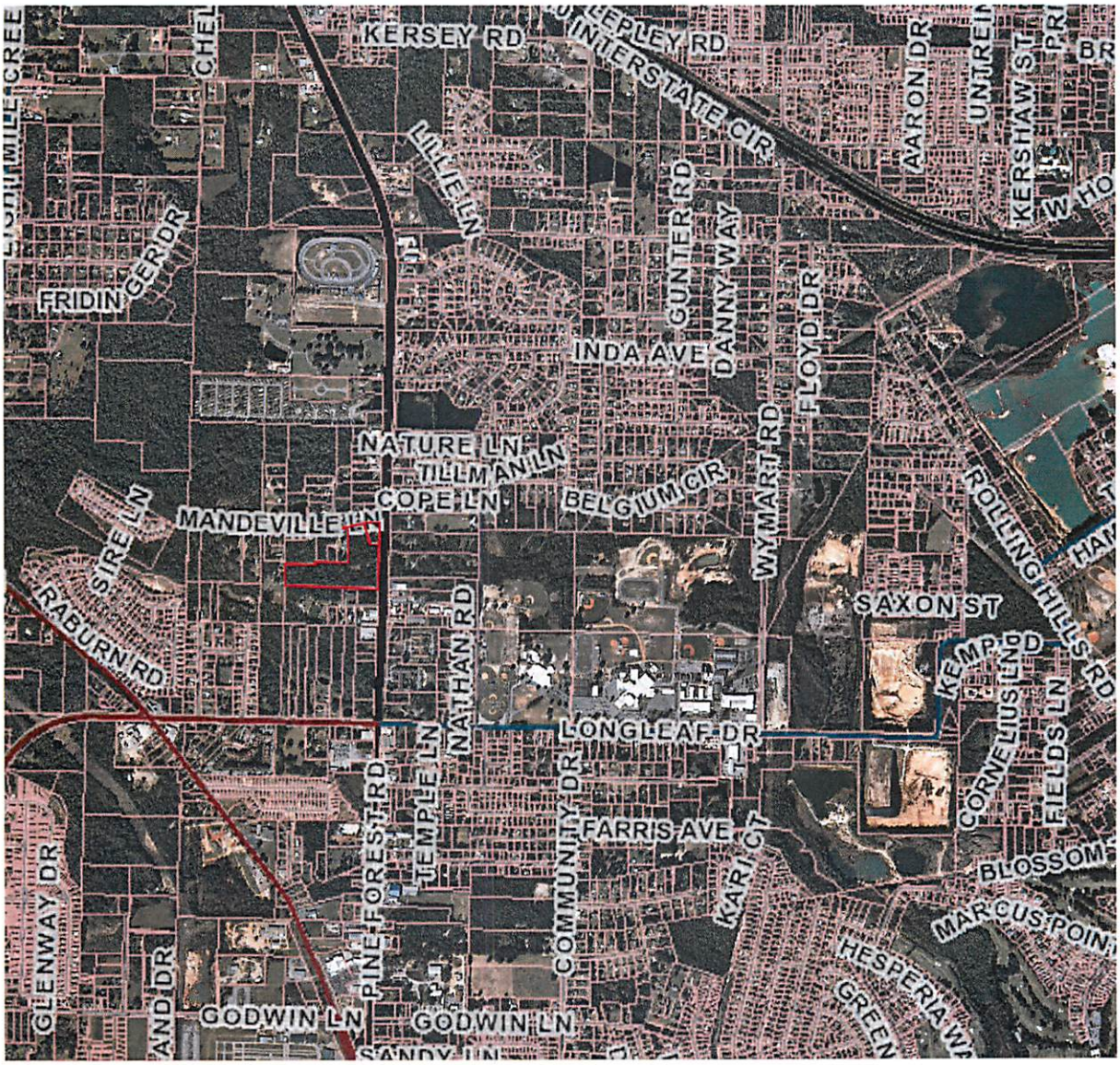
- Witness

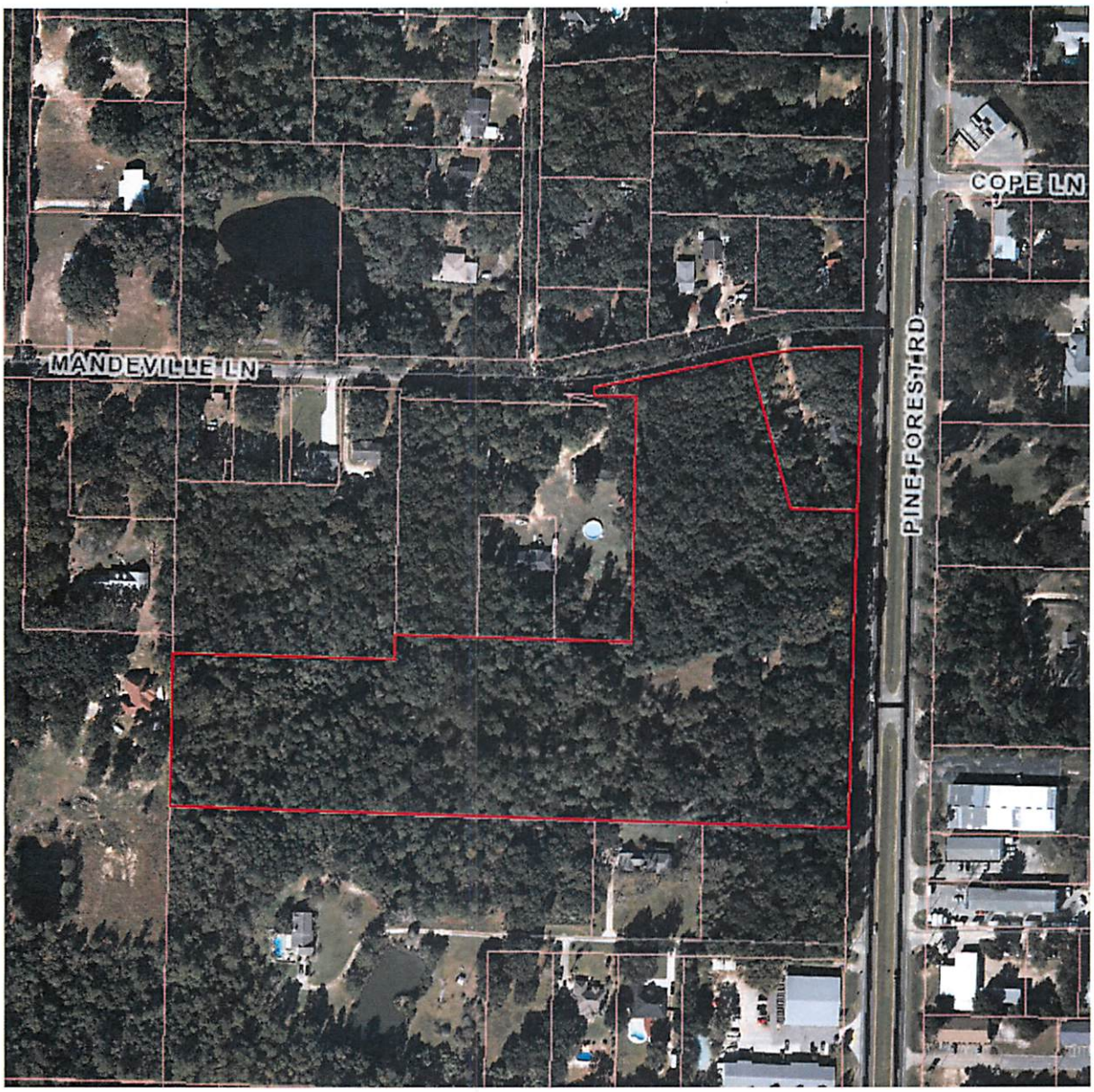
- Witness

ERIC GLEATON - Buyer

- Buyer




KERSEY RD
INTERSTATE CIR
LILLIE LN
GUNTER RD
DANNY WAY
AARON DR
KERSHAW ST
FRIDIN GER DR
INDA AVE
FLOYD DR
NATURE LN
TILLMAN LN
COPE LN
BELGIUM CIR
WYMART RD
ROLLING HILLS RD
MANDEVILLE LN
SIRE LN
RABURN RD
NATHAN RD
SAXON ST
KEMP RD
LONGLEAF DR
CORNELIUS LN
FIELDS LN
TEMPLE LN
FOREST RD
COMMUNITY DR
FARRIS AVE
KARI CT
BLOSSOM
MARCUS POINT
GLENWAY DR
PINE
HESPERIA
GODWIN LN
GODWIN LN
SANDY LN


COPE LN
MANDEVILLE LN
PINE FOREST RD

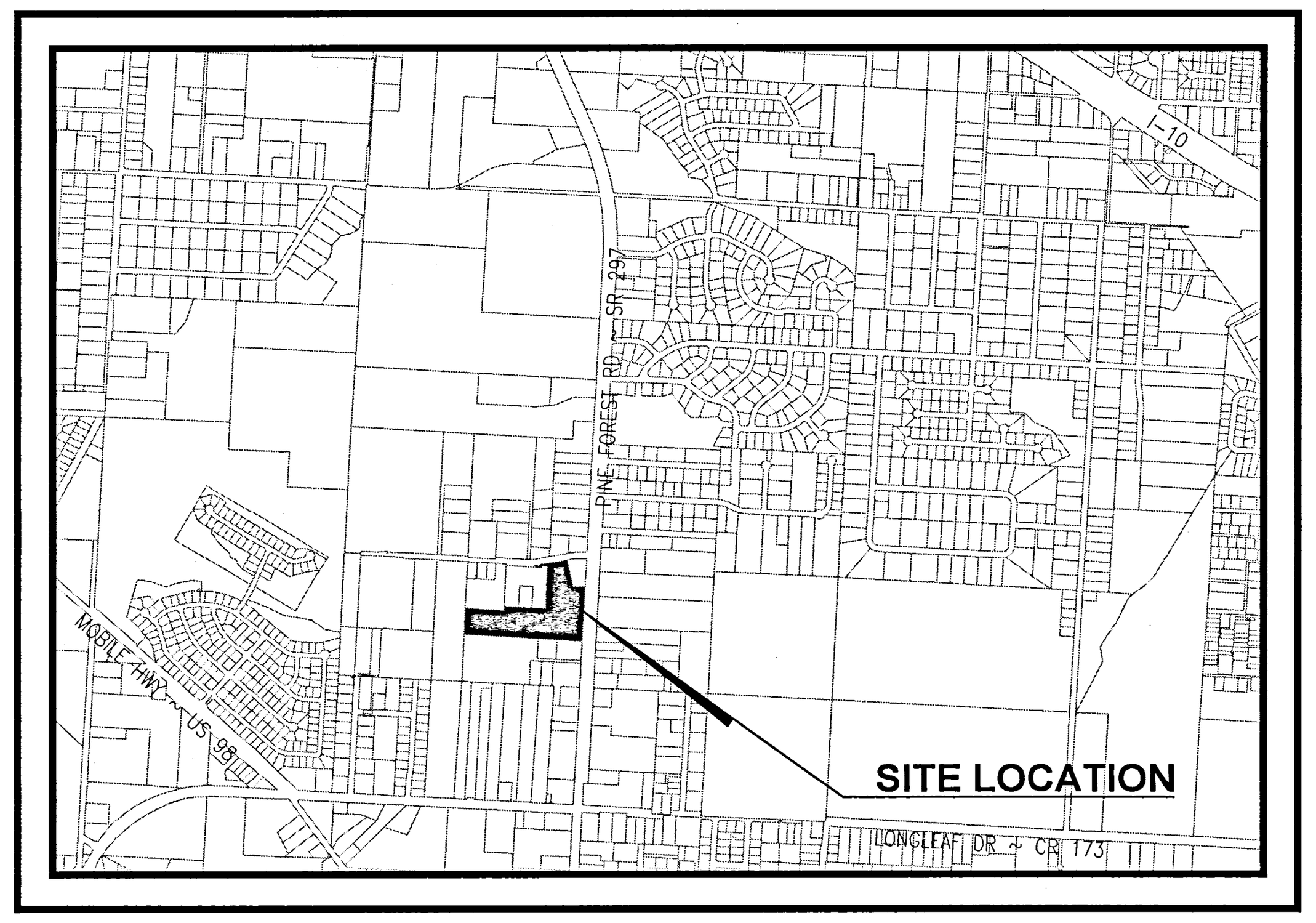
We are requesting a FLU Amendment for two parcels located at 7045 Pine Forest Road and 7055 Pine Forest Road. Respectively, the Parcel Reference numbers are 241S314230000020 and 241S313140000000. The total acreage of the properties is 14.4acres. Below are the legal descriptions.

7045 Pine Forest Road (241S314230000020):

BEG AT NE COR OF SE 1/4 OF SW 1/4 S 89 DEG 50 MIN 30 SEC W ALG N LI OF SE 1/4 OF SW 1/4 50 FT TO W R/W LI OF PINE FOREST RD (150 FT R/W) N 00 DEG 19 MIN 10 SEC E ALG W R/W LI 63 FT TO S R/W LI OF MANDEVILLE LN (R/W VARIES) S 89 DEG 50 MIN 30 SEC W ALG S R/W 125 FT S 77 DEG 08 MIN 51 SEC W 87 FT FOR POB CONT S 77 DEG 08 MIN 51 SEC W 58 96/100 FT S 0 DEG 19 MIN 10 SEC W 610 13/100 FT N 80 DEG 52 MIN 28 SEC E 270 78/100 FT TO W R/W OF PINE FOREST RD N 0 DEG 19 MIN 10 SEC W ALG W R/W LI 300 FT S 89 DEG 50 MIN 30 SEC W 125 FT N 16 DEG 30 MIN 12 SEC W 292 7/10 FT TO POB AND BEG AT NE COR OF SE 1/4 OF SW 1/4 S 89 DEG 50 MIN 30 SEC W ALG N LI OF SE 1/4 OF SW 1/4 50 FT TO W R/W LI OF PINE FOREST RD (150 FT R/W) N 0 DEG 19 MIN 10 SEC E ALG SD W R/W LI 63 FT TO S R/W LI MANDEVILLE LN S 89 DEG 50 MIN 30 SEC W ALG S R/W 125 FT CONT ALG R/W LI S 77 DEG 08 MIN 51 SEC W 145 96/100 FT FOR POB CONT ALG SAME COURSE 208 96/100 FT S 00 DEG 03 MIN 58 SEC W 15 FT N 89 DEG 50 MIN 30 SEC E 59 76/100 FT S 00 DEG 03 MIN 58 SEC W 450 FT S 89 DEG 50 MIN 30 SEC W 450 FT S 00 DEG 03 MIN 58 SEC W 45 FT S 89 DEG 50 MIN 30 SEC W 420 FT TO W LI OF SE 1/4 OF SW 1/4 S 00 DEG 03 MIN 58 SEC W ALG SD W LI 283 66/100 FT N 89 DEG 45 MIN 27 SEC E 1277 33/100 FT TO W R/W LI OF PINE FOREST RD N 00 DEG 19 MIN 10 SEC E ALG SD W R/W LI 269 80/100 FT S 80 DEG 52 MIN 28 SEC W 270 78/100 FT N 00 DEG 19 MIN 10 SEC E 610 13/100 FT TO POB OR 2773 P 473 OR 3004 P 240

7055 Pine Forest Road (241S313140000000):

BEG AT NE COR OF SE 1/4 OF SW 1/4 S 89 DEG 50 MIN 30 SEC W 50 FT TO W R/W LI OF PINE FOREST RD (150 FT R/W) N 0 DEG 19 MIN 10 SEC E ALG W R/W LI 63 FT TO S R/W OF MANDEVILLE LN FOR POB S 89 DEG 50 MIN 30 SEC W ALG S R/W OF MANDEVILLE LN 125 FT S 77 DEG 08 MIN 51 SEC W 87 FT S 16 DEG 30 MIN 12 SEC E 292 70/100 FT N 89 DEG 50 MIN 30 SEC W 125 FT TO W R/W OF PINE FOREST RD N ALG W R/W OF RD 300 FT TO POB OR 7429 P 529 OR 7446 P 869



VICINITY MAP
1" = 2000'

HORIZONTAL SCALE

0 30 60 120

(IN FEET)
1 INCH = 60 FT.

DESCRIPTION: (OFFICIAL RECORDS BOOK 2773, PAGE 473)

PARCEL 1:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150.00' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 77°08'51" WEST A DISTANCE OF 145.96 FEET' THENCE SOUTH 00°19'10" WEST A DISTANCE OF 610.13 FEET; THENCE NORTH 89°50'28" EAST A DISTANCE OF 270.78 FEET TO SAID WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD; THENCE NORTH 00°19'10" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 275.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 125.00 FEET; THENCE NORTH 00°19'10" EAST A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150" R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 77°08'51" WEST A DISTANCE OF 145.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME COURSE A DISTANCE OF 208.98 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 89°50'30" EAST A DISTANCE OF 59.76 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 45.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 420.00 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 00°03'58" WEST ALONG SAID WEST LINE A DISTANCE OF 283.66 FEET; THENCE NORTH 89°45'27" EAST A DISTANCE OF 1277.33 FEET TO SAID WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD; THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE 4F 269.80 FEET; THENCE SOUTH 80°52'28" WEST A DISTANCE OF 270.78 FEET; THENCE NORTH 00°19'10" EAST A DISTANCE OF 610.13 FEET TO THE POINT OF BEGINNING.

AND (OFFICIAL RECORDS BOOK 3004, PAGE 240)

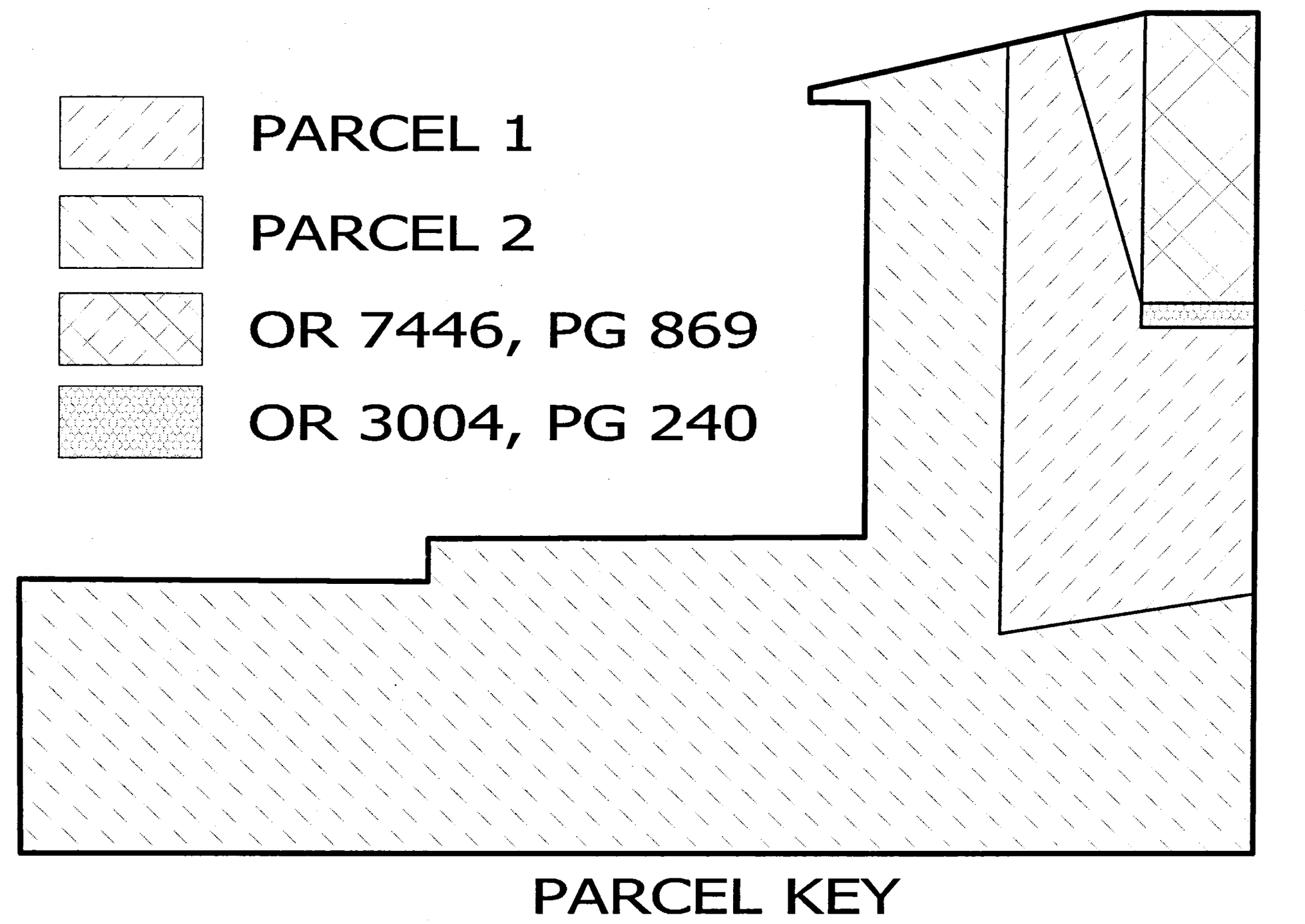
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET; THENCE SOUTH 00°19'10" WEST A DISTANCE OF 300.00' FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAME COURSE FOR A DISTANCE OF 25.00 FEET; THENCE NORTH 89°50'30" EAST FOR A DISTANCE OF 125.00'; THENCE NORTH 00°19'10" EAST FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°50'30" WEST FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.07 ACRES MORE OR LESS.

AND (OFFICIAL RECORDS BOOK 7446, PAGE 869)

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 89 DEGREES 50 MINUTES 30 SECONDS WEST 50 FEET TO WEST R/W LINE OF PINE FOREST ROAD (150 FT R/W), NORTH 0 DEGREES 19 MINUTES 10 SECONDS EAST ALONG THE WEST R/W LINE 63 FEET TO SOUTH R/W OF MANDEVILLE LANE FOR POB, SOUTH 89 DEGREES 50 MINUTES 30 SECONDS WEST ALONG THE SOUTH R/W OF MANDEVILLE LANE 125 FEET, SOUTH 77 DEGREES 08 MINUTES 51 SECONDS WEST 87 FEET, SOUTH 16 DEGREES 30 MINUTES 12 SECONDS EAST 292.70 FEET, NORTH 89 DEGREES 50 MINUTES 30 SECONDS EAST 125 FEET TO WEST R/W OF PINE FOREST ROAD, NORTH ALONG THE WEST R/W OF ROAD 300 FEET TO POINT OF BEGINNING.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE GRID BEARING OF S 03°05'36" W ALONG THE WEST RIGHT OF WAY LINE OF PINE FOREST ROAD (STATE ROAD 297 – 150' R/W) AND IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)–(2011)–(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) TRIMBLE R2 DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; A COPY OF FDOT RIGHT OF WAY MAP OF STATE ROAD 297, SECTION 48190-2501, SHEET 3 OF 6, DATED 6/21/1966; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) VERTICAL CONTROL NETWORK BENCH MARK NUMBER 48-00-D04HV HAVING A PUBLISHED ELEVATION OF 95.55 FEET
3. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
4. VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
5. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
6. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
7. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0360G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
8. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
9. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
10. THE SURVEYING BUSINESS CERTIFICATE OF AUTHORIZATION NUMBER FOR McKIM & CREED, INC. IS LB7917.
11. THE ENVIRONMENTAL JURISDICTIONAL WETLANDS LINES AS SHOWN HEREON ARE BASED ON INFORMATION PROVIDED BY BIOME CONSULTING GROUP, 1300 W GOVERNMENT ST., PENSACOLA, FLORIDA, 850 435-9367.
12. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.



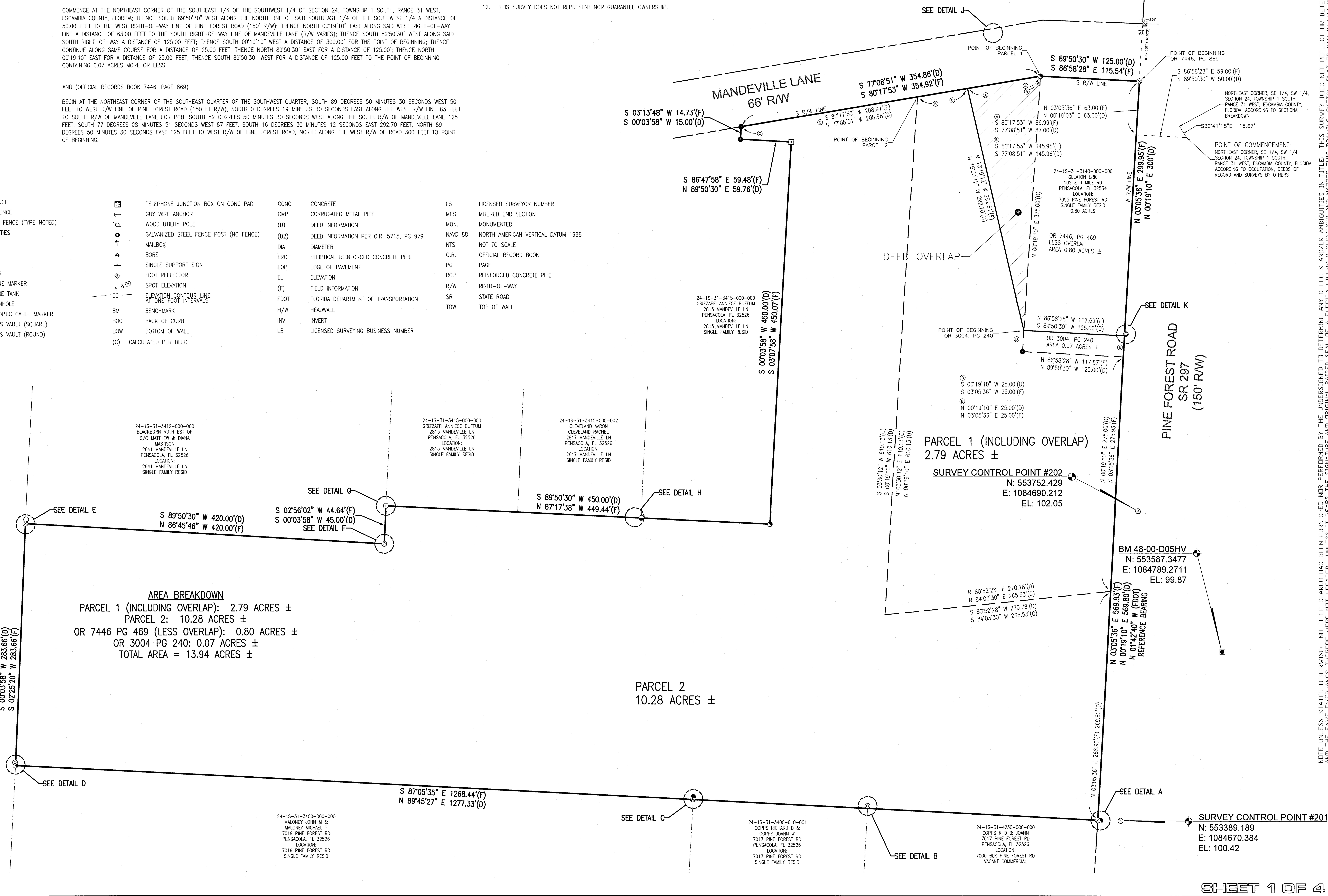
PARCEL KEY
(NTS)

LEGEND:

SET 1/2" DIA CAPPED IRON ROD (LB7917)	
FOUND 1/2" DIA CAPPED IRON ROD (LB6112/"DRB"/"BUTLER")	
FOUND 1/2" DIA CAPPED IRON ROD ("CURLE")	
FOUND 1/2" DIA RED CAPPED IRON ROD ("BUTLER")	
FOUND 1/2" DIA DIA IRON PIPE (UNNUMBERED)	
FOUND 1" DIA IRON PIPE (UNNUMBERED)	
FOUND 1/2" DIA IRON PIPE (UNNUMBERED)	
FOUND BOLT (UNNUMBERED)	
FOUND AXLE (UNNUMBERED)	
FOUND PK NAIL (UNNUMBERED)	
FOUND 4"X4" CONCRETE MONUMENT (UNNUMBERED)	
FOUND 4"X4" CONCRETE MONUMENT WITH BRASS DISK (LB6679)	
FOUND 4"X4" CONCRETE MONUMENT WITH BRASS DISK (FDOT)	
SET BENCHMARK	
LINE SHOWN NOT TO SCALE	
——0——	CHAIN LINK FENCE
——//——	WOOD PANEL FENCE
——X——	MISCELLANEOUS FENCE (TYPE NOTED)
——OHU——	OVERHEAD UTILITIES
	DROP INLET
	WATER VALVE
	FIRE HYDRANT
EM	ELECTRIC METER
GAS	BURIED GAS LINE MARKER
P	BURIED PROPANE TANK
T	TELEPHONE MANHOLE
FOC	BURIED FIBER OPTIC CABLE MARKER
CV	COMMUNICATIONS VAULT (SQUARE)
CV	COMMUNICATIONS VAULT (ROUND)
TB	TELEPHONE JUNCTION BOX ON CONC PAD
	GUY WIRE ANCHOR
	WOOD UTILITY POLE
	GALVANIZED STEEL FENCE POST (NO FENCE)
	MAILBOX
	BORE
	SINGLE SUPPORT SIGN
	FDOT REFLECTOR
+ 6.00	SPOT ELEVATION
—— 100 ——	ELEVATION CONTOUR LINE AT ONE FOOT INTERVALS
BM	BENCHMARK
BOC	BACK OF CURB
BOW	BOTTOM OF WALL
(C)	CALCULATED PER DEED
CONC	CONCRETE
CMP	CORRUGATED METAL PIPE
(D)	DEED INFORMATION
(D2)	DEED INFORMATION PER O.R. 5715, PG 979
DIA	DIAMETER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
EOP	EDGE OF PAVEMENT
EL	ELEVATION
(F)	FIELD INFORMATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
H/W	HEADWALL
INV	INVERT
LB	LICENSED SURVEYING BUSINESS NUMBER
LS	LICENSED SURVEYOR NUMBER
MES	MITERED END SECTION
MON.	MONUMENTED
NAVD 88	NORTH AMERICAN VERTICAL DATUM 1988
NTS	NOT TO SCALE
O.R.	OFFICIAL RECORD BOOK
PG	PAGE
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
SR	STATE ROAD
TOW	TOP OF WALL

TREE LEGEND:

- BAY
- CYPRESS
- ELM
- MAGNOLIA
- OAK
- PALM



NOTE UNLESS STATED OTHERWISE: NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE; THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED: UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID:

McKIM & CREED
1206 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 994-9503
FL Surveying Business #LB7917
FL Certificate of Authorization# 29588
www.mckimcreed.com

BOUNDARY AND TOPOGRAPHIC SURVEY
7045 PINE FOREST ROAD PENSACOLA, FLORIDA 32526

SECTION:24 TOWNSHIP:1S RANGE:31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

11/21/19 DATE
STEPHEN GARY RUTAN
PROFESSIONAL LAND SURVEYOR LICENSE NO. 4208

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -

Drawn By: JDC

Checked By: SGR

Job No.: 078500001

Date: 11/20/2019

Scale: 1" = 60'

FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

SHEET 1 OF 4

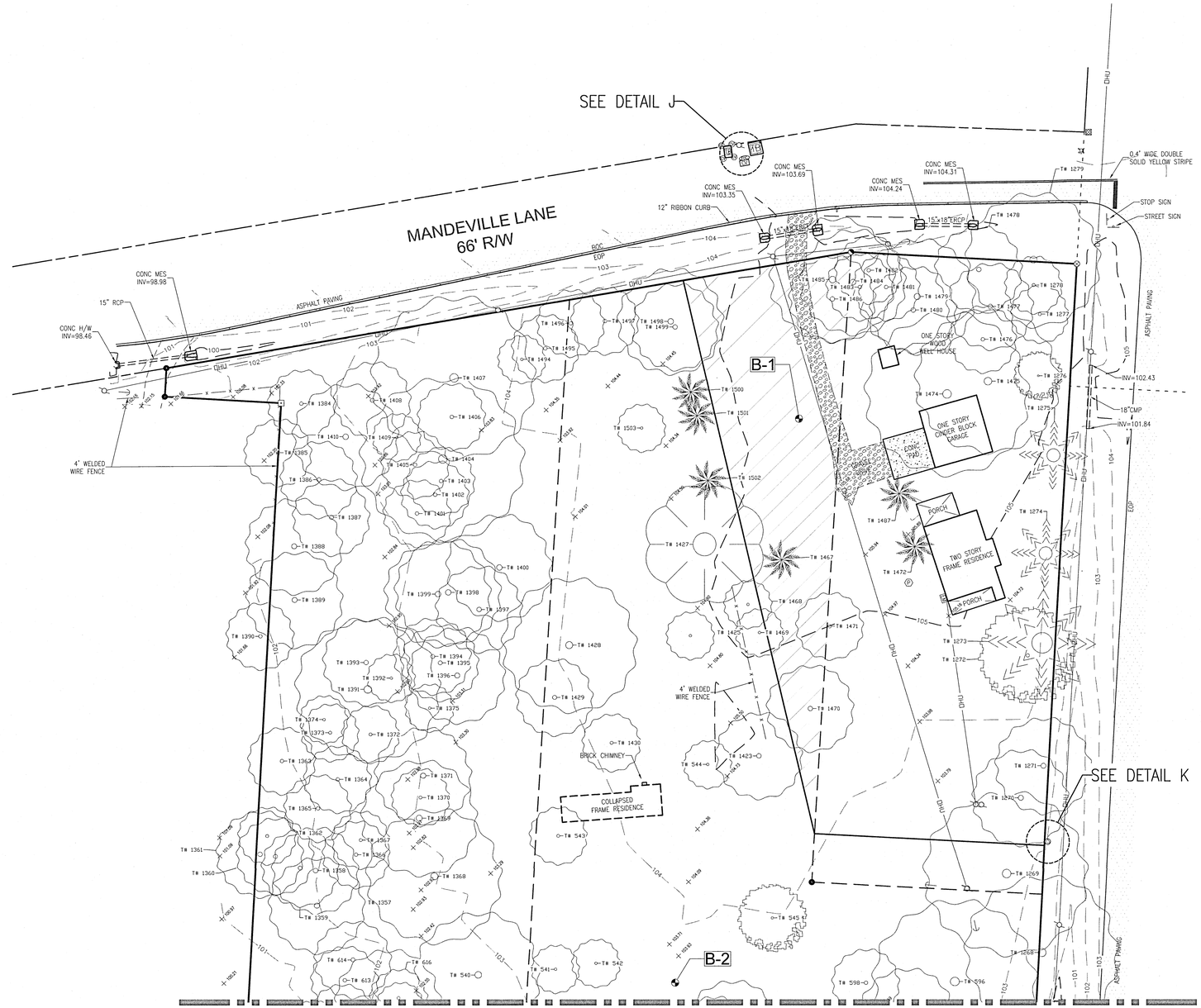
HORIZONTAL SCALE

0 15 30 60

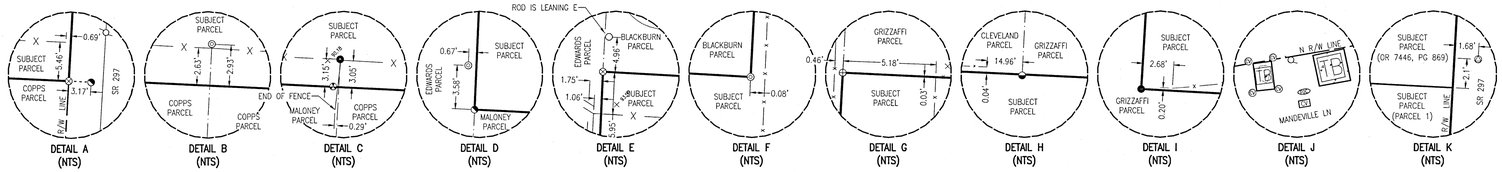
(IN FEET)

1 INCH = 30 FT.

NORTH



MATCHLINE A - SEE SHEET 2



SHEET 2 OF 4

NOTE UNLESS STATED OTHERWISE, NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

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www.mckimcreed.com

BOUNDARY AND TOPOGRAPHIC SURVEY

7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP: 1S RANGE 31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYORS AS CONTAINED IN CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4269 DATE

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

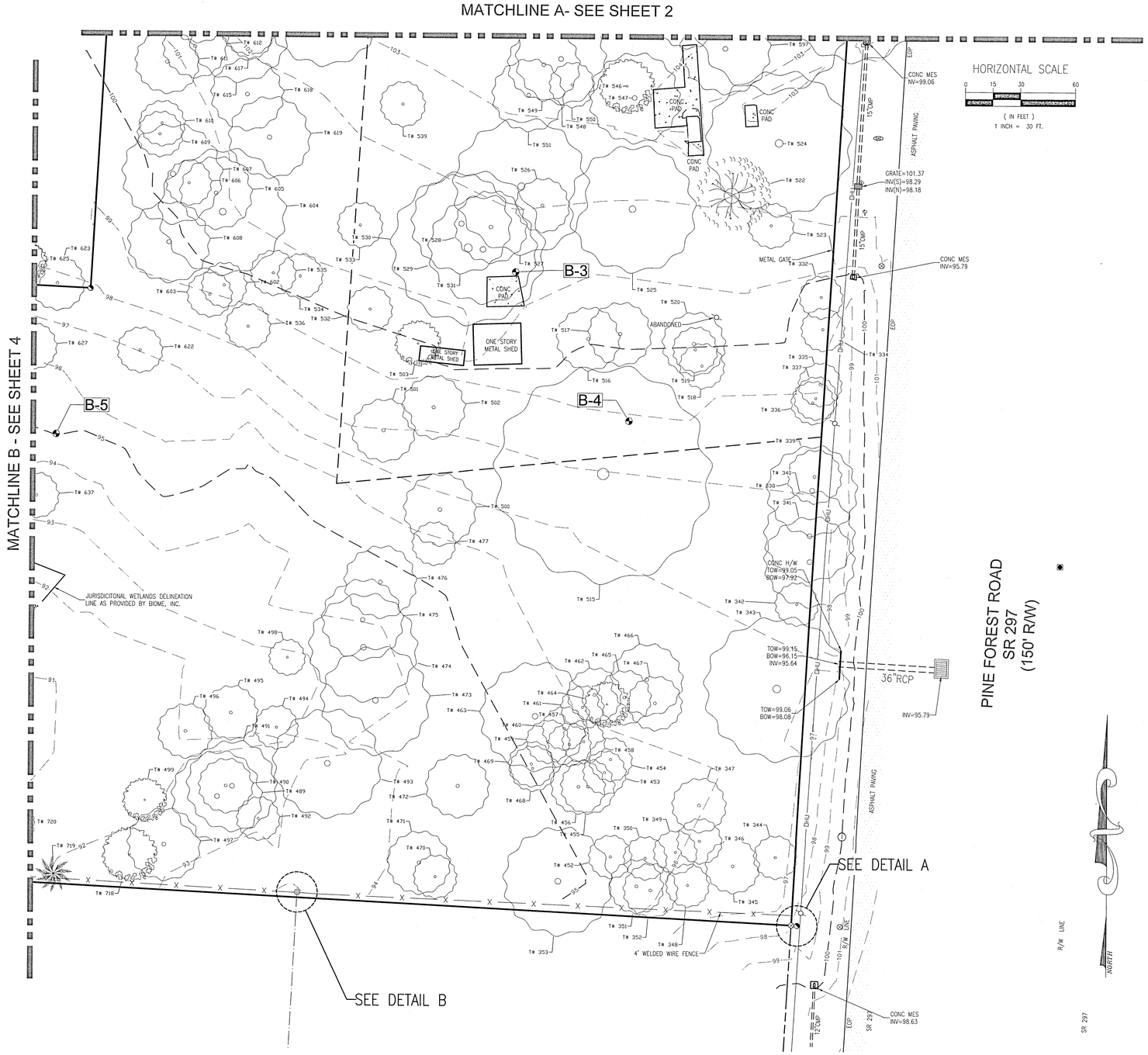
Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'

FIELD DATE: 11/20/19
CREW: RS/DD
CREW: -
FB R618 PG 61-64
FB R618 PG 67-85

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
332	OAK	24'	12"
334	OAK	24'	12"
335	OAK	24'	12"
336	OAK	24'	15"
337	OAK	24'	12"
338	OAK	30'	24"
339	OAK	50'	36"
340	OAK	50'	36"
341	OAK	50'	34"
342	OAK	24'	12"
343	OAK	80'	48"
344	OAK	24'	18"
345	OAK	30'	15"
346	OAK	25'	12"
347	OAK	30'	15"
348	OAK	24'	12"
349	OAK	24'	18"
350	OAK	24'	12"
351	OAK	30'	15"
352	OAK	30'	15"
353	OAK	60'	32"
452	OAK	24'	12"
453	OAK	24'	12"
454	OAK	24'	12"
455	OAK	30'	18"
456	OAK	30'	18"
457	OAK	24'	15"
458	OAK	24'	15"
459	OAK	24'	15"
460	OAK	24'	15"
461	OAK	24'	15"
462	OAK	30'	20"
463	OAK	60'	32"
464	MAGNOLIA	25'	15"
465	OAK	30'	18"
466	OAK	40'	28"
467	OAK	30'	18"
468	OAK	25'	12"
469	OAK	25'	12"
470	OAK	24'	12"
471	OAK	35'	20"
472	OAK	35'	20"
473	OAK	60'	30"
474	OAK	60'	30"
475	OAK	45'	26"
476	OAK	40'	24"
477	OAK	24'	12"
489	OAK	50'	20"
490	OAK	30'	20"
491	OAK	50'	24"
492	OAK	24'	12"
493	OAK	60'	42"
494	OAK	24'	12"
495	OAK	30'	18"
496	OAK	30'	22"
497	OAK	40'	24"
498	OAK	20'	12"
499	MAGNOLIA	24'	12"
500	OAK	40'	12"-15"-18" SPLIT
501	OAK	35'	15"-18" SPLIT
502	OAK	35'	22"
503	MAGNOLIA	25'	15"
515	OAK	120'	84"
516	OAK	35'	18"
517	OAK	35'	22"
518	OAK	25'	15"
519	OAK	25'	12"
520	OAK	35'	23"
522	ELM	40'	23"
523	OAK	25'	15"
524	OAK	80'	52"
525	OAK	70'	48"
526	OAK	30'	15"
527	OAK	75'	55"
528	OAK	40'	28"
529	OAK	60'	48"
530	OAK	85'	66"
531	OAK	55'	34"
532	OAK	25'	12"
533	OAK	25'	15"
534	OAK	25'	15"
535	OAK	25'	15"
536	OAK	25'	15"
539	OAK	25'	15"
540	OAK	65'	40"
541	OAK	25'	12"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
542	OAK	25'	12"
543	OAK	30'	20"
544	OAK	25'	12"
545	MAGNOLIA	35'	20"
546	MAGNOLIA	30'	18"
547	OAK	50'	30"
548	OAK	50'	30"
549	OAK	40'	20"
550	OAK	25'	12"
551	OAK	40'	20"
596	OAK	85'	52"
597	OAK	50'	35"
598	OAK	35'	20"
602	OAK	25'	15"
603	OAK	25'	12"
604	OAK	70'	44"
605	OAK	40'	28"
606	OAK	25'	18"
607	OAK	55'	30"
608	OAK	45'	28"
609	OAK	25'	18"
610	OAK	25'	18"
611	OAK	35'	22"
612	OAK	35'	24"
613	OAK	35'	22"
614	OAK	40'	25"
615	OAK	55'	32"
616	OAK	30'	18"
617	OAK	25'	18"
618	OAK	40'	23"
619	OAK	45'	26"
622	OAK	25'	15"
623	OAK	30'	18"
624	OAK	35'	22"
625	MAGNOLIA	20'	14"
627	OAK	25'	15"
636	OAK	25'	18"
637	OAK	25'	18"
679	OAK	30'	18"
683	OAK	25'	15"
684	OAK	25'	15"
685	OAK	20'	12"
686	OAK	20'	12"
688	MAGNOLIA	20'	12"
689	OAK	20'	15"
690	MAGNOLIA	20'	12"
691	MAGNOLIA	20'	12"
692	OAK	25'	15"
693	OAK	25'	15"
694	OAK	25'	12"
695	OAK	25'	15"
696	OAK	30'	18"
697	OAK	25'	15"
698	OAK	30'	18"
699	OAK	30'	15"
702	OAK	25'	15"
703	BAY	25'	18"
704	BAY	25'	15"
706	BAY	30'	18"
707	BAY	20'	12"
709	BAY	25'	15"
710	BAY	25'	15"
711	BAY	25'	12"
714	BAY	25'	18"
716	BAY	25'	18"
717	OAK	25'	18"
718	MAGNOLIA	30'	18"
719	PALM	20'	18"
720	MAGNOLIA	30'	15"
721	MAGNOLIA	20'	12"
723	OAK	30'	15"
729	OAK	30'	15"
730	BAY	25'	15"
731	OAK	20'	15"
732	OAK	30'	24"
738	BAY	20'	12"
739	BAY	25'	18"
740	BAY	25'	15"
741	BAY	40'	25"
743	BAY	40'	22"
744	OAK	30'	18"
745	OAK	30'	18"
746	OAK	25'	15"
747	BAY	25'	15"
748	BAY	20'	12"
750	OAK	50'	23"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
751	OAK	20'	12"
767	OAK	30'	20"
768	OAK	40'	26"
770	OAK	25'	15"
771	OAK	25'	15"
772	OAK	20'	12"
773	OAK	25'	15"
774	OAK	25'	18"
775	OAK	25'	18"
776	OAK	20'	12"
777	OAK	20'	12"
778	OAK	30'	20"
779	OAK	30'	20"
782	OAK	25'	18"
783	OAK	25'	18"
784	OAK	25'	15"
785	OAK	25'	15"
786	OAK	25'	15"
809	OAK	25'	15"
811	BAY	20'	15"
812	BAY	20'	15"
813	OAK	20'	15"
814	OAK	20'	12"
815	BAY	30'	20"
826	MAGNOLIA	25'	15"
838	OAK	25'	15"
840	OAK	50'	30"
841	OAK	50'	30"
842	OAK	50'	30"
844	OAK	25'	12"
845	OAK	25'	15"
846	OAK	35'	20"
847	OAK	25'	16"
848	OAK	25'	15"
849	OAK	30'	22"
850	OAK	30'	22"
852	OAK	25'	15"
853	MAGNOLIA	25'	15"
856	OAK	50'	26"
857	OAK	25'	15"
858	OAK	25'	18"
860	OAK	20'	12"
861	OAK	25'	15"
862	OAK	25'	15"
863	OAK	25'	12"
864	OAK	25'	15"
865	OAK	25'	12"
866	OAK	25'	12"
867	OAK	25'	12"
869	OAK	25'	12"
870	OAK	50'	32"
871	OAK	25'	15"
872	OAK	25'	15"
873	OAK	25'	15"
874	OAK	25'	15"
875	OAK	30'	18"
876	OAK	20'	12"
878	OAK	30'	20"
879	OAK	25'	12"
880	OAK	30'	18"
902	OAK	20'	12"
903	OAK	20'	12"
904	OAK	25'	15"
905	OAK	25'	15"
906	OAK	25'	15"
907	OAK	25'	12"
908	OAK	25'	12"
909	OAK	35'	20"
910	OAK	30'	18"
911	OAK	30'	18"
912	OAK	25'	15"
914	OAK	20'	12"
915	OAK	20'	12"



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McKIM&CREED
1208 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 994-9505
FL Surveying Business #LB7917
FL Certificate of Authorization# 29588
www.mckimcreed.com

BOUNDARY AND TOPOGRAPHIC SURVEY
7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP 1S RANGE 31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON, TO BE CORRECT AND CONFORMS WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 6268

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'
FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

SHEET 3 OF 4

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
943	OAK	30'	18"
944	OAK	70'	44"
945	OAK	40'	20"
946	OAK	40'	20"
947	OAK	30'	15"
948	OAK	30'	15"
949	MAGNOLIA	25'	12"~12" SPLIT
950	OAK	30'	15"
971	MAGNOLIA	35'	18"~12" SPLIT
972	MAGNOLIA	25'	12"
973	MAGNOLIA	25'	12"
974	MAGNOLIA	25'	15"
975	MAGNOLIA	35'	18"~18" SPLIT
976	OAK	35'	18"~15" SPLIT
977	OAK	35'	18"~15" SPLIT
1268	OAK	80'	60"
1269	OAK	85'	64"
1270	OAK	50'	30"
1271	OAK	50'	32"
1272	MAGNOLIA	50'	15"~20" SPLIT
1273	CYPRESS	55'	12"~20" SPLIT
1274	CYPRESS	35'	22"
1275	CYPRESS	35'	22"
1276	MAGNOLIA	25'	12"
1277	OAK	30'	18"
1278	OAK	30'	18"
1279	OAK	70'	50"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1357	OAK	50'	28"
1358	OAK	45'	32"
1359	OAK	40'	22"
1360	OAK	40'	22"
1361	OAK	45'	30"
1362	OAK	30'	18"
1363	OAK	35'	28"
1364	OAK	35'	28"
1365	OAK	35'	23"
1366	OAK	35'	22"
1367	OAK	30'	18"
1368	OAK	70'	48"
1369	OAK	60'	20"~20" SPLIT
1370	OAK	30'	18"
1371	OAK	50'	30"
1372	OAK	30'	18"
1373	OAK	30'	18"
1374	OAK	25'	12"
1375	OAK	25'	15"
1384	OAK	35'	20"
1385	OAK	35'	20"
1386	OAK	40'	26"
1387	OAK	40'	22"
1388	OAK	50'	30"
1389	OAK	50'	30"
1390	OAK	35'	16"
1391	OAK	75'	54"

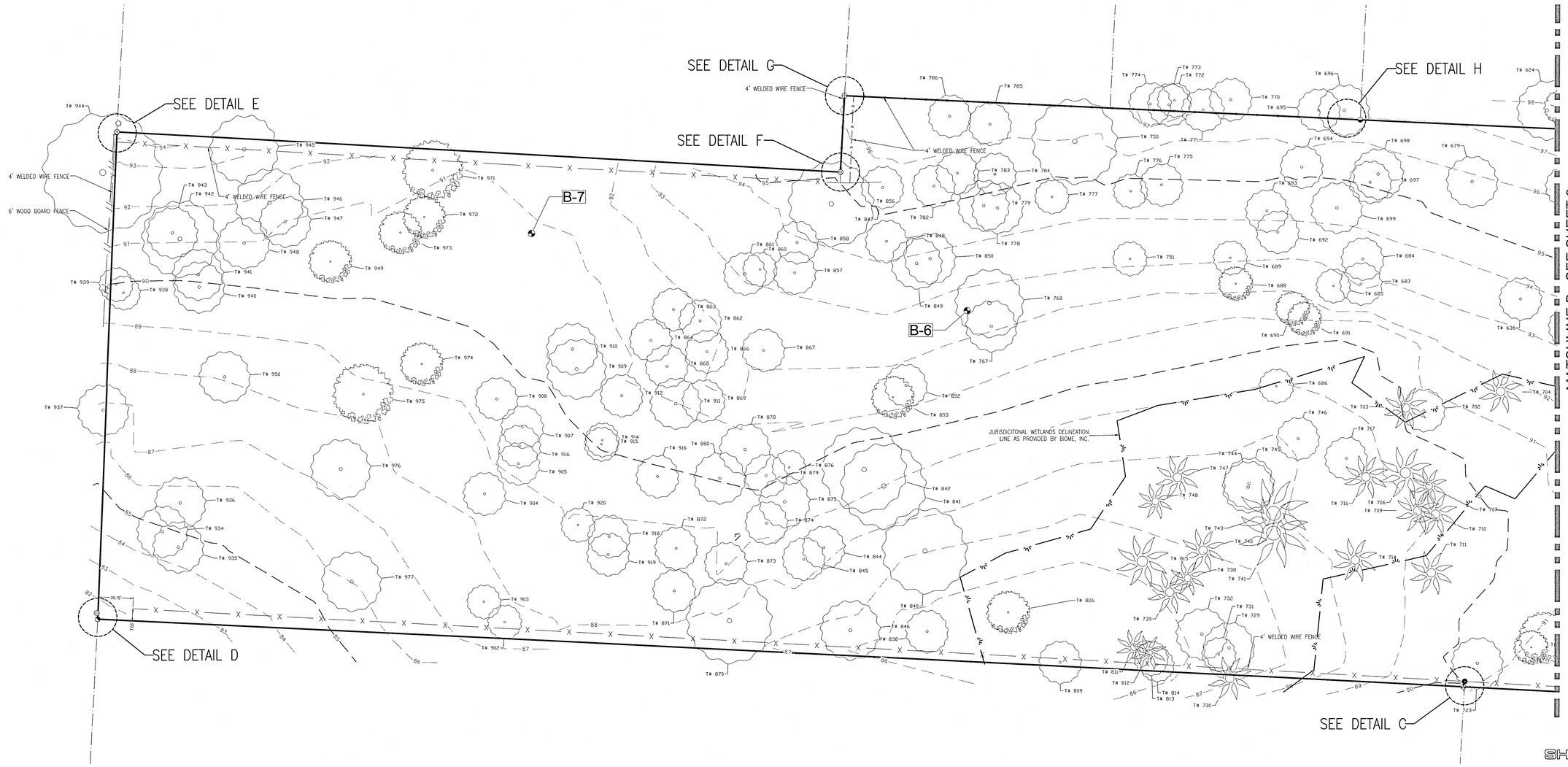
TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1392	OAK	25'	12"
1393	OAK	45'	24"
1394	OAK	40'	20"
1395	OAK	40'	22"
1396	OAK	50'	28"
1397	OAK	45'	22"
1398	OAK	55'	33"
1399	OAK	55'	30"
1400	OAK	55'	30"
1401	OAK	35'	20"
1402	OAK	35'	20"
1403	OAK	35'	22"
1404	OAK	85'	50"
1405	OAK	35'	20"
1406	OAK	35'	20"
1407	OAK	85'	68"
1408	OAK	40'	20"
1409	OAK	25'	12"
1410	OAK	55'	30"
1423	OAK	45'	28"
1425	OAK	25'	15"
1427	PECAN	60'	30"
1428	OAK	70'	52"
1429	OAK	40'	20"
1430	OAK	30'	18"
1467	PALM	20'	15"
1468	OAK	25'	15"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1469	OAK	25'	15"
1470	OAK	45'	26"
1471	OAK	35'	15"
1472	PALM	20'	15"
1474	OAK	85'	60"
1475	OAK	75'	50"
1476	OAK	35'	18"
1477	OAK	45'	22"
1478	OAK	45'	32"
1479	OAK	60'	48"
1480	OAK	45'	22"
1481	OAK	35'	18"
1482	OAK	35'	20"
1483	OAK	35'	22"
1484	OAK	55'	26"
1485	OAK	65'	34"
1486	OAK	45'	24"
1487	PALM	20'	15"
1494	OAK	25'	15"
1495	OAK	35'	20"
1496	OAK	35'	20"
1497	OAK	35'	20"
1498	OAK	55'	30"
1499	OAK	45'	24"
1500	PALM	20'	15"
1501	PALM	20'	15"
1502	PALM	20'	15"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1503	OAK	25'	12"

HORIZONTAL SCALE
0 15 30 60
(IN FEET)
1 INCH = 30 FT.

NORTH



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BOUNDARY AND TOPOGRAPHIC SURVEY
7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP-1S RANGE31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
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STEPHEN GARY RUTH, SURVEYOR AND MAPPER, LICENSE NO. 6268
PROFESSIONAL LAND SURVEYOR AND MAPPER

DATE

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'

FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

NELSON THAXTON.
NELSON THAXTON LAND SURVEYING
1005 PALISADE ROAD
PENSACOLA, FL 32504
(850) 474-1393

BOUNDARY SURVEY OF:
A PARCEL OF LAND IN SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA
FOREST PINE FOREST R.A.

DESCRIPTION (AS FURNISHED)

PARCEL 1:
Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89°50'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 feet to the West right-of-way line of Pine Forest Road (150.00' R/W); thence North 00°19'10" East along said West right-of-way line a distance of 60.00 feet to the South right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet for the POINT OF BEGINNING; thence continue along said right-of-way line South 77°08'51" West a distance of 145.96 feet; thence South 00°19'10" West a distance of 610.13 feet; thence North 80°52'28" East a distance of 270.78 feet to said West right-of-way line of Pine Forest Road; thence North 00°19'10" West along said West right-of-way line a distance of 275.00 feet; thence South 89°50'30" West a distance of 125.00 feet; thence North 00°19'10" East a distance of 323.00 feet to the POINT OF BEGINNING.

PARCEL 2:
Commencing at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 1 South, Range 31 West, Escambia County, Florida; thence South 89°50'30" West along the North line of said Southeast 1/4 of the Southwest 1/4 a distance of 50.00 feet to the West right-of-way line of Pine Forest Road (150' R/W); thence North 00°19'10" East along said West right-of-way line, a distance of 60.00 feet to the South right-of-way line of Mandeville Lane (R/W varies); thence South 89°50'30" West along said South right-of-way a distance of 125.00 feet; thence continue along said right-of-way line South 77°08'51" West a distance of 145.96 feet to the POINT OF BEGINNING; thence continue along the same course a distance of 200.00 feet; thence South 00°03'58" West a distance of 59.00 feet; thence North 89°50'30" East a distance of 59.76 feet; thence South 00°03'58" West a distance of 450.00 feet; thence South 89°50'30" West a distance of 450.00 feet; thence South 00°03'58" West a distance of 45.00 feet; thence South 89°50'30" West a distance of 420.00 feet to the West line of the Southeast 1/4 of the Southwest 1/4; thence South 00°03'58" West along said West line a distance of 283.66 feet; thence North 89°49'47" East a distance of 1277.33 feet to said West right-of-way line of Pine Forest Road; thence North 00°19'10" East along said West right-of-way line a distance of 269.80 feet; thence South 80°52'28" West a distance of 270.78 feet; thence North 00°19'10" East a distance of 610.13 feet to the POINT OF BEGINNING.

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL

-This survey is not covered by professional liability insurance.
-The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting the title or boundary of the subject property. It is possible there are deeds of record, unrecorded dated deeds, easements or other instruments which could affect the boundary as shown hereon.
-I hereby certify the survey shown hereon to: ERIC CLEATON

W. NELSON THAXTON
REGISTERED LAND SURVEYOR
Florida Cert. No. 4812
DATE

PREPARED FOR: ERIC CLEATON		REVISIONS
FIELD DATE: 10-31-07	FIELD BOOK/PAGE: 2007-10	
SCALE:	CAD-FILE: PINE FOREST	
JOB #:	PARTY CHIEF INITIALS: NT	DISK:

SHEET 2 OF 2

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.

- Please note that there are no pending development request before the County regarding the property. Any development will proceed only after obtaining those appropriate and necessary County, State, and Federal approvals and permits.

A. Sanitary Sewer

ECUA has confirmed infrastructure and service available to service development under the requested FLU designations. See letters from ECUA attached.

B. Solid Waste Disposal

We will ensure provision of adequate solid waste disposal services during the ownership, development, or use of the property, in accordance with the requirements of the Escambia County LDC. Any solid waste disposal issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

C. Potable Water

ECUA has confirmed infrastructure and service available to service development under the requested FLU designations. See letters from ECUA attached. Any issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

D. Stormwater Management

Any development of the property will be done in a manner to meet all applicable stormwater management studies, regulations, and permitting requirements. Any stormwater issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

E. Traffic

Access to the parcels will mainly be from Pine Forest, a median cut currently exists in front of 7045 Pine Forest road for our use. There is anticipated to be a rear entrance on Mandeville as well. Any access and traffic issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

F. Recreation and Open Space

Any recreation and open space issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

G. Schools

As we are proposing a FLU Amendment for residential purposes, the below schools will be affected:

1) Beulah Elementary School
2) Beulah Middle School
3) Pine Forest High School

H. Power

Gulf Power has confirmed infrastructure and service are available to the property to service development under the requested FLU categories. See letter from Gulf power attached as exhibit.

The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:
A. Wellheads (indicate distance and location to nearest wellhead)

The nearest wellhead according to county GIS records is at the crossing of Dunaway Lane and Eight Mile Creek Road, approximately 6,300 feet away. The proposed two parcels are well outside the 7 and 20 year Well-head protection areas as indicated below:



B. Historically significant sites (available from Florida Master Site File, Division of Historical Resources; email sitefile@dos.state.fl.us) Request form attached.

Florida Master Site File, Division of Historical Resources, has indicated there are no previously recorded cultural or historical resources in the proposed Amendment area. Please see the attached letter as Exhibit.

C. Natural Resources, including wetland (a wetlands survey is highly recommended if wetlands are located on the property).

According to County GIS and US Fish and Wildlife Wetlands Mapper, there are no reported wetlands on either of the two parcels. No endangered species have been reported. Any Natural Resource issues will be appropriately addressed at the County Development Review phase prior to any development of the property.

3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein.

The proposed Future Land Use Amendment Application is consistent with the overall plans contained within the Escambia County Comprehensive Plan 2030.

Mixed-Used Urban (MU-U) Future Land Use is consistent with many parcels along Pine Forest, which is comprised of a mix of Commercial and MU-U parcels directly on the road. Consistent with the residential element found along the roadway, with many homes laying directly off Pine Forest, we are looking to keep with the character that is currently there.

EMERALD COAST
UTILITIES AUTHORITY

October 9, 2019

.
7045 PINE FOREST RD
32526

To Whom It May Concern:

This confirms that the ECUA provides the following service(s) Sanitation and Water at 7045 PINE FOREST RD A RW in Pensacola, Florida. If you require further assistance, please call me at (850) 476-0480, and I will be happy to help you.

Sincerely,

DeAndra Brand
Customer Service Representative

EMERALD COAST
UTILITIES AUTHORITY

October 10, 2019

Robert C Foust
7055 Pine Forest Rd
Pensacola, FL 32526

To Whom It May Concern:

This confirms that the ECUA provides the following service(s) Water and Sanitation at 7055 PINE FOREST RD RW in Pensacola, Florida. If you require further assistance, please call me at (850) 476-0480, and I will be happy to help you.

Sincerely,

Cassandra Strickland
Customer Service Representative

Gulf Power

October 10, 2019

Spencer Leeper
sleeper@southpalafox.com
815 S. Palafox St.
Pensacola, FL 32520

RE: Power availability
7045 & 7055 Pine Forest Rd.
Pensacola, FL 32526

Dear Mr. Spencer:

Gulf Power Company has three phase electric facilities available along the west side of Pine Forest Rd. at the property in question. There is sufficient capacity for three phase overhead or underground service and single phase service if required.

Though three phase power is available, there may be charges associated with service depending on qualifying load and type of service requested. The service voltage and point of attachment will be determined upon receipt of final plat and electrical panel schedules.

Depending on the loads and the decision to have overhead or underground there may be some additional cost.

If you have any questions, please contact me at paul.cazenavette@fpl.com 850-429-2818.

Sincerely,

Paul J. Cazenavette

Paul J. Cazenavette
Sr. Technical Specialist
Gulf Power Company
Pensacola, FL

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place. Pensacola. FL 32505 (850) 595-3475

Florida Master Site File

Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

To request a search for previously recorded cultural resources, fill in the **Township** (circle North or South), **Range** (circle East or West), & **Section** number(s) of your project area.

Please include a photocopy of the appropriate USGS quad map with your project area clearly marked.

Township: 1South (North or **South**) *Range:* 31 West (East or **West**)

Sections (include all affected): 24

County (include all affected): Escambia County USGS Quad (if known): West Pensacola

---

Township: _____ (North or South) *Range:* _____ (East or West)

Sections (include all affected): _____

County (include all affected): _____ USGS Quad (if known): _____

Township: _____ (North or South) *Range:* _____ (East or West)

Sections (include all affected): _____

County (include all affected): _____ USGS Quad (if known): _____

Township: _____ (North or South) *Range:* _____ (East or West)

Sections (include all affected): _____

County (include all affected): _____ USGS Quad (if known): _____

Return To:
Name: Spencer Leeper
Organization: South Palafox Construction
Phone: 8504183816 Fax: 8503781008
Address: 815 S. Palafox St, 3rd Floor
Pensacola, FL 32502
Email: sleeper@southapalafox.com

Agency/Permit/Project requiring search: Pine Forest Development, FLU MU-U Amendment

Florida Master Site File

Division of Historical Resources / R.A. Gray Building
500 South Bronough St., Tallahassee, Florida 32399-0250
Phone 850.245.6440 / Fax 850.245.6439 / Email *sitefile@dos.state.fl.us*

Office Use Only --H:\DEV SRVCS\FOR-000 Forms\Application Packet Forms-2016\Large & Small Scale Admendment\FLU Application New Fees 6_05_17.docx
(Note: print from Adobe (.pdf) version)

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

October 4, 2019

Florida Master Site File

Spencer Leeper
South Palafox Group
815 South Palafox Street, 3rd Floor
Pensacola, FL 32502
Phone: 850.777.3100
Email: sleeper@southpalafox.com

In response to your inquiry of October 4, 2019, the Florida Master Site File lists no previously recorded cultural or historical resources found in the following section of Escambia County:

T01S, R31W, Section 24 with a 500 foot buffer as shown on the corresponding map.

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Cody VanderPloeg
Archaeological Data Analyst
Florida Master Site File
Cody.VanderPloeg@dos.myflorida.com

Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	LSA 2019-05 – Amending the Comprehensive Plan, Chapter 7, 2030 FLU map.
Location:	7045 & 7055 Pine Forest Road
Parcel #s:	24-1S-31-4230-000-020, 24-1S-31-3140-000-000
Acreage:	10.28 (+/-) acres, 3.66 (+/-) acres.
Request:	Commercial (C) to Mixed-Use Urban (MU-U).
Agent:	Chris Thompson, Agent for Eric Gleaton, Owner
Meeting Dates:	Planning Board, December 5, 2019 BCC January 7, 2019 (Transmittal)

Site Description and Summary of Proposed Amendment:

The area includes parcels 24-1S-31-4230-000-020, 24-1S-31-3140-000-000, located on Pine Forest road just north of Blue Angel Parkway.

Mixed-Use Urban. "Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 2.0.

Commercial. "Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development." "Range of Allowable Uses: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

CP Policy INF 1.1.11 Required New Service Connection. *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. The applicant provided a letter from ECUA stating services for water and sanitation are provided by ECUA. Any new proposed development will have a complete reviewed during the Development Review Process.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

CP Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: Escambia County continues to maintain its adopted solid waste LOS commitments. The Department of Waste Services reported in its 2018 solid waste LOS analysis that the current build-out for disposal at the Perdido Landfill will provide solid waste disposal capacity through 2045.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

CP Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of*

application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Analysis: Based on Escambia County Property Appraiser records, the parcels are within the service area of ECUA for potable water and meets the adopted level of services standards in the Comprehensive Plan. Any new proposed development will have a complete review during the Development Review Process.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: Compliance with adopted stormwater management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The parcel fronts Pine Forest Road, which is a FDOT road, classified as an arterial roadway. Any new development will have to submit an application for Development Review Process.

Transportation & Traffic Operations (TTO) Comments – LSA-2019-05

TTO Staff has reviewed the LSA-2019-05 7045 & 7055 Pine Forest Road (C to MU-U), agenda item for the Planning Board meeting scheduled for December 3, 2019. Please see the below comments.

Pine Forest Road is a four-lane divided roadway with a right-of-way of 100 feet. The County does not have any proposed improvement projects scheduled for Pine Forest Road in this area. In addition, FDOT does not have any construction scheduled.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Pine Forest Road is classified as a minor arterial with a maximum LOS of D and a

corresponding daily volume threshold of 39,800. Near Louisiana Drive, the daily volume on Pine Forest Road for 2018 was recorded as 32,000.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: Based on the public records of Escambia County, the assigned schools that service this area are: Beulah Elementary, Beulah Middle, and Pine Forest High. An increase of residential dwellings may influence student population projections, requiring the plan to be reviewed and approved through the Site Plan Review process.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1* [of the Escambia County Comprehensive Plan].

Analysis:

Approval of the amendment would allow for the proposed Future Land Use to be consistent with the existing zoning and allow more residential density which will be compatible with the surrounding residential uses.

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: Based on the GIS wellhead protection areas layer, there are wellhead protection areas to the north of this site, however, this property is not located in a wellhead protection area, and will not impact the wellhead area. Any new development will have to submit for Development Review Process.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: A letter from the Historical Resources was provided which states no historical resources were found to be on site. At the time of development review if any historic or archeological resources or structures are discovered, the county will request the appropriate guidance, direction and technical assistance from the State.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The proposed FLU amendment will not have an impact beyond existing development at this time. Any natural resource issues will be appropriately addressed at the county Development Review process at the time of development. Any proposed development will be reviewed for impacts on the natural resources during the Site Plan Review process.

Urban Sprawl

CP Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: The proposed FLU amendment would promote mixed uses in the urban areas, with compatible infill development.

CP Policy FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CP Policy FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

Analysis: There are multiple residential and commercial developments along Pine Forest Rd. Any new proposed project will be required to meet the current regulations, as it relates to the availability of public services to support the requested densities and intensities.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Division Manager**
Transportation & Traffic Operations Division

DATE: **November 25, 2019**

RE: **Transportation & Traffic Operations (TTO) Comments – LSA-2019-05**

TTO Staff has reviewed the LSA-2019-05, 7045 & 7055 Pine Forest Road (C to MU-U), agenda item for the Planning Board meeting scheduled for December 3, 2019. Please see the below comments.

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TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: **Horace Jones, Development Services Department Director**
Joy Jones, P.E., Engineering Department Director
Allyson Lindsay, Development Services Department

LSA-2019-05

~~REZONING~~ HEARING

FUTURE LAND USE 12/3/19 EAH

Opposition point of view



Skip Hardaway
2837 Mandeville Lane, Pensacola FL
850-255-6002 or email taaj33a@msn.com

1

INTRODUCTION

Residents in the Pine Forest area became aware of a request for rezoning of the 14,35 Ac. property to the right of Mandeville Lane as it enters the major arterial road Pine Forest (State Route 297).

The rezoning request would change zoning from C to MU-U and substantially change the character of the established community of homes distant from Pine Forrest Road, such as Mandeville Lane, by allowing a much higher density of people and structures.

FLU 12/3/19 (CC)

It is my intuition that the change in ~~zoning~~ request is insufficiently worded to convey the true impacts. The Letter of Request reads in part:

"We are requesting the Future Land Use (FLU) amendment for these two parcels on Pine Forrest in order to development [sic] residential properties. Currently, the present zoning under the current FLU of Commercial do not allow any residential use outside of a predominately commercial development. Therefore, we are proposing a FLU Amendment to change the two parcels to FLU MU-U, which allows residential development without any such restriction."

This request gives the impression that the 14+Ac will eventually be developed as a sub-division of residential homes, the impacts of which would blend into the existing quality of life standard we enjoy without much adjustment or impact due to the continuation of a moderate density of dwellings.

However, I have been informed that there are various commercial interests that have been approached in relation to the construction of an apartment complex on this site following its' rezoning. This 14+ Ac apartment complex (funded from Louisiana I am told) of however many multiple floors, people, and cars will present huge problems and have a serious impact on personal safety due to traffic congestion and uncontrolled intersections, property damage due to inadequate drainage, and negative impacts on existing truly residential home values.

In the following pages I hope to present a compelling against this rezoning request.

Traffic Concerns

The poor pictures implying Pine Forest is a low volume roadway are extremely misleading. Pine Forrest Road, Route 297, is a major arterial roadway.

1) *To illustrate this please consider that Nine Mile Road is considered a major roadway and is being rebuilt to improve traffic issues. Its traffic count was estimated to be 19,000 drivers per day. This compares to 24,500 traffic count on Pine Forrest north of I-35. Little of that volume is lost as traffic from Navy Federal and others continues to all South bound locations. Much of this traffic compressed into morning and afternoon rush hours with very dense traffic patterns.*
2) *The filing makes reference to two Cross-over cuts across Pine Forest which facilitate turns into the property. These Turn Arounds are inadequate even now as they are only wide enough to handle 1 car at a time.*
    a. *There is no room for stacking in a "Left turn" lane and*
    b. *This forces the 2nd car desiring to turn to continue to the next (and only nearby) Cut or to slow down / stop in the moving passing lane of traffic.*
    c. *Two cars in the crossover block turns from opposing direction drivers.*
    d. *In heavy high speed bumper to bumper morning and afternoon rush hours it will be VERY hazardous for drivers of large numbers of new cars turning Right into traffic.*
    e. *It will be many multiples of danger higher trying to make a Left Hand turn, shooting the 2 lane gap to the "Cut" where it must again wait for a gap to turn Left. Heaven forbid any 2nd car trying to piggyback into the Gap. They will not fit*

Letter of Request

We are requesting the Future Land Use (FLU) Amendment for these two parcels on Pine Forest in order to development residential properties. Currently, the present zonings under the current FLU of Commercial do not allow any residential uses outside of a predominately commercial development. Therefore, we are proposing a FLU Amendment to change the two parcels to FLU MU-U, which allows residential development without any such restriction.

12/3/19
IF THE FUTURE LAND USE ~~REZONING~~ ALLOWS THE BUILDING OF A LARGE APARTMENT COMPLEX, THEN THIS WORDING IS VERY MISLEADING FOR YOU.

and oncoming cars will not be able to change lanes or stop to avoid a collision.

f. *The cross-over Gap North of Mandeville Lane, where North bound cars will make a "U" turn back to Mandeville (where a rear entrance is mentioned to be built) is also very dangerous. There is only a small patch of pavement on the far Right to use to slow down as you enter Mandeville. It WILL NOT handle multiple cars stacking to turn onto Mandeville Lane and will present oncoming cars with impossible rush hour choices as they will often be unable to break or change lanes due to heavy traffic behind them.*
g. *The preferred entry to Pine Forrest will be from Mandeville as it will have "1st pick" of any of the few safe available gaps in rush hour traffic. That, in turn, will frustrate any driver leaving from the Southern Main entrance as it will seem to be NO Gaps available in rush hours. They will however make dangerous mistakes as they push into traffic.*
h. *Accidents which occur on Pine Forest Road are often violent and deadly due to the high speeds many vehicles maintain.*

Drainage

Please consider that this 14+ Ac. Sits on some of the highest land in the area. The Eastern section is relatively flat but then slopes rapidly to the South where the primary drainage must occur. This drainage route will go through several truly residential areas where the "Creek" is shallow and creek bed is not maintained to promote rapid handling of water runoff.

The other route is to drain down Mandeville Lane where there has already been a large drainage remedial project to prevent drainage, from the newly paved Mandeville Lane years ago, from entering a

home located at a low point in the road. This low point will be where upland drainage will gravitate. At best the drainage will make its way in to the lake behind the house and then overflow into creek North of its earthen dam. The condition of that dam is unknown and its adequacy to be placed into service during high rates of rainfall is also an unknown. However to place all this into a more immediately understandable framework consider this:

1) *If the 14+ Ac were true homes there would be yards and large green areas which would help absorb runoff. If the construction is apartments there will be little to absorb runoff as everything will be buildings and parking.*
2) *If rainfall is not readily absorbed almost all will flow downhill, maybe "Controlled" but downhill all the same. QUICK CALCULATTIONS SHOW THAT 14+Ac. WILL RUNOFF 336,000 GALLONS OF WATER FOR EACH 1 INCH OF RAINFALL. This water will cause others in the watershed problems to include flooding during the periods of heavy rainfall we have from time to time. The drainage to the South creeks cannot be reliably maintained and will back up. The more reliable Mandeville Road slough off will present a flood hazard to the low lying home and should the pond dam fail may cause other unknown damages.*
3) *The Zoning change requestor has letters from local and state agencies confirming the capacity to solve these problems. However the budget and therefore the adequacy of their solutions is unknown but should be known before zoning actions are approved.*

Other Builders in Play?

FLU 12/3/19 (E)

All of the ~~rezoning~~ requests affect the properties at the East end of Mandeville Lane. However, there is a recent flurry of activity at the West dead end of Mandeville Lane. There someone has attempted to clear a large area of land, apparently with the intention to build something of significant size. They had not pulled the proper

paperwork to continue and their clearing of the land stopped for the moment. At this time their intentions are not clear but two things seem reasonable:

KLO 12/3/19

1) *The ~~zoning~~ board must consider that the use of this parcel of land may come to them soon. This may compound any complications caused by this present zoning request. So, any approval of rezoning now may require a future denial of permits in the future for this other property.*
2) *It may be prudent to learn what this other property owner has in mind before approving the present rezoning request.*

Adverse effects on property values

The increases in automobile traffic with its attached increases in accident hazards and delays, plus the increase in population density will likely erode property values in the immediate area. I will be directly across the street on Mandeville. Any "Public good" to be had will come at my expense as I had planned to have home equity as a significant part of my retirement buffer. Seems unreasonable to have a dramatic change in property use which reduces home values. It would seem to me that a reduction of home values would be a reasonable and reliable indication that the change was not for the good of the established property owners but rather a transfer tax to in favor of large developers.

Thank you for your diligence in this regard,

Edward Hardaway

(1)

Florida Department of TRANSPORTATION

Northwest Florida Roads

TRAFFIC



US 90A (9 Mile Rd) from SR 297 to US29

Project Details

FDOT has awarded two construction contracts totaling $46 million to improve Nine Mile Road. Due to specific project requirements, the construction along Nine Mile Road has been divided into three segments, which will be referred to as the "project corridor."

Improvements along the project corridor include: (1) Widening Nine Mile Road from two to four lanes between Beulah Road and US 29. (2) Constructing a new bridge over Eleven Mile Creek. (3) Constructing new sidewalks and stormwater retention ponds. (4) Signalization improvements. (5) Drainage upgrades. (6) Adding buffered bike lanes.



SR 10 (US 90A) Nine Mile Road from SR 297 (Pine Forest Road) to SR 95 (US 29)

Photos | Map | Video

The planned construction work will enhance safety, improve mobility, and reduce congestion for the estimated 19,000 drivers who travel the roadway daily. In addition, the improvements underway support future economic development opportunities for Escambia County and Northwest Florida.

COMPARES TO ~~32,000~~ 24,500 ON PINE FOREST

Traffic Impacts

Construction activities are weather dependent and may be rescheduled in the event of inclement weather.

Note: All information is preliminary and subject to change without notice.

Project Overview

Project Number: 218605-3
Work Type: Add Lanes & Reconstruct
Status: UNDER CONSTRUCTION
Project Limits:
From SR 297 (Pine Forest Road) To SR 95 (US29)
Project Length: 2.411 miles
Estimated Completion: Fall 2020
Est. Construction Cost: $16.7 M
Project Manager: Dominic Richar

Project Documents

- Project Flyer
- Meeting Materials
- Text Alerts: Text the key word 9mileroad to 313131
- Project Facebook Page
- Project Instagram

Affected Areas

Roads: SR 10, US 90A, Nine Mile Road
Counties: Escambia
Cities: Ensley

Public Meetings

District 3 Public Meetings

Contact

Ben Smith
850-981-3000
Benjamin.Smith@dot.state.fl.us

10/15/2019

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Florida Department of Transportation
100 Years of Innovation, Mobility and Economic Development

Menu ? LoopNet Sign In Add a Listing

1a

This Land Property is no longer advertised on LoopNet.com.

6716 Pine Forest Road

Pensacola, FL 32526 · Land For Sale TRAFFIC COUNT 24,500 AADT SEE FOLLOWING PAGE

Create Report · Print Get Financing





6716 PINE FOREST ROAD

(18)

Price	N/A	Additional Sub-types	Retail (land)
Lot Size	1.78 AC	Property Use Type	Vacant/Owner-User
Property Type	Land	Zoning Description	C-1 PK
Property Sub-type	Commercial/Other (land)	Features	**Electricity/Power** **Water** **Telephone** **Cable**

Listing ID: 19272168 Date Created: 06/05/2015 Last Updated: 09/25/2017

DESCRIPTION

1.78 acres commercial lot located directly across from newly built Wal Mart Neighborhood Center. Median Cut in place. 210 FT frontage. Trade Population 109,208. Traffic count 24,500 AADT. Small wooden home on property given no value.

Subject property is located on busy mixed-use corridor. The area has a strong trade/residential mix.

Subject property is across the street from the new Wal-Mart Marketplace with Murphy Express on out parcel. Center includes: Wal Mart, Fancy Nails, Cuts By Us, Jin Jang Restaurant, SOLO. Southpaws. The Pine Forest corridor is mixed with restaurants, retail, retirement centers, service centers, growing rooftops and shopping

Located at Interstate On/Off ramp Pine Forest is a busy commuter travel route, for area residents. Pine Forest Road near Godwin Lane.

Quickly becoming a sought after area for housing with A rated schools and quick access to the city, via the interstate.

HIGHLIGHTS

- Located directly across from new Wal Mart Neighborhood Center!
- M/U Corridor lined with Hotels, Restaurants, Retail, Service & Shopping Centers
- Heavy Trade Corridor
- 1.78 Acres
- 210 Frontage on Pine Forest Road
- High Traffic Count

UTILITIES

- Electricity/Power
- Water
- Telephone
- Cable

Photo Shows Suspect Running From Stolen Vehicle Involved In Pine Forest Wreck

August 16, 2019



 7/30/19



ADVERTISEMENT

(/)

11 / 14 PHOTOS | THUMBNAILS | MORE GALLERIES | EXIT

BREAKING: Two killed in traffic accident on Wilde Lake Boulevard

BREAKING: Two killed in traffic accident on Wilde Lake Boulevard (Source: WEAR-TV)

Read Story (/news/local/intense-photos-of-traffic-accident-on-wilde-lake-boulevard)

SHARE

ADVERTISEMENT

(https://www.facebook.com/sharer.php?u=https%3A%2F%2Fweartv.com%2Fnews%2Flocal%2Fintense-photos-of-traffic-accident-on-wilde-lake-boulevard%23photo-11)



Looking southeast
across Pine Forest Rd

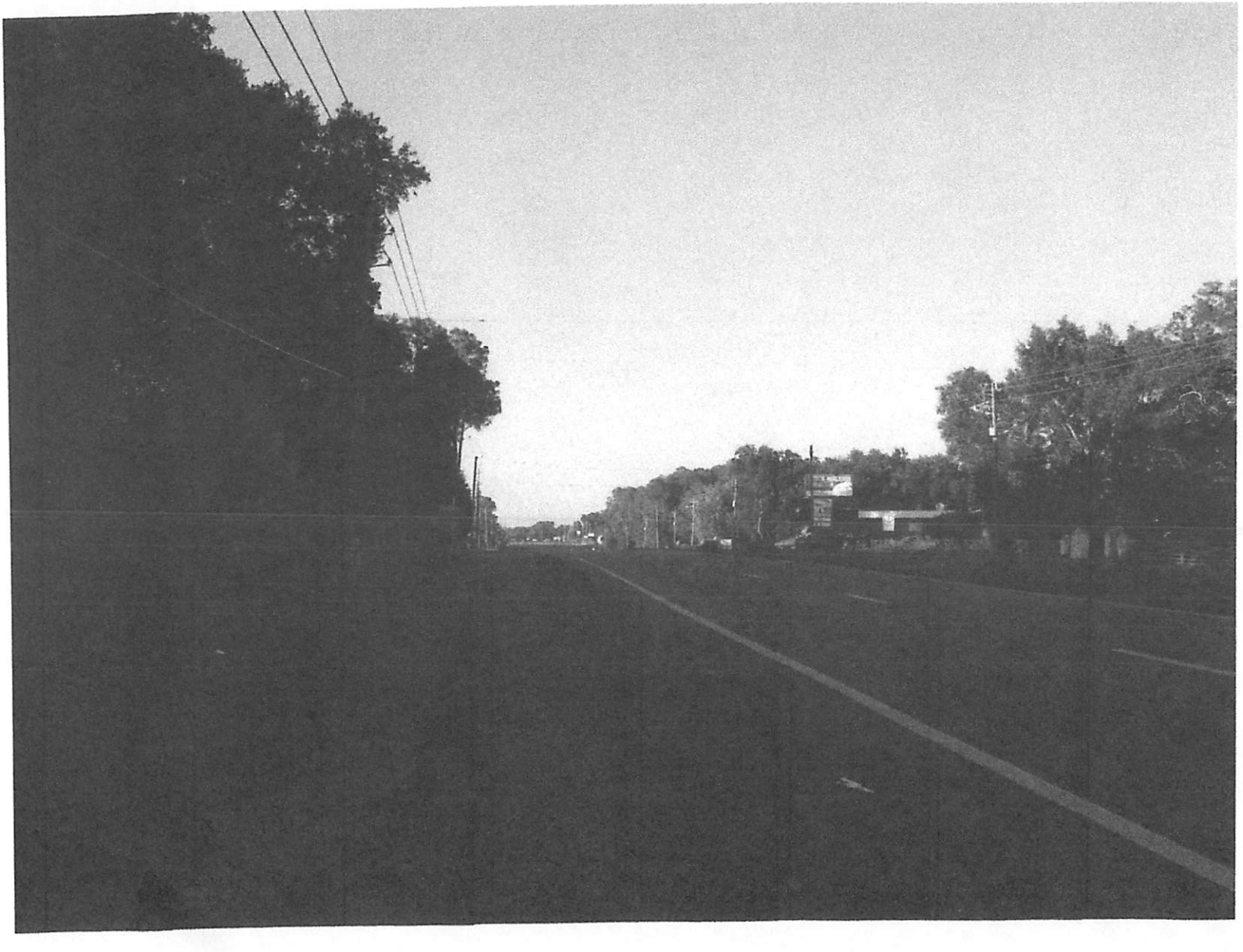
ONE OF THE MOST HEAVILY TRAVELED ROADS IN PENSACOLA. WHY GIVE A MISLEADING IMPRESSION?



Looking east across
Pine Forrest Rd



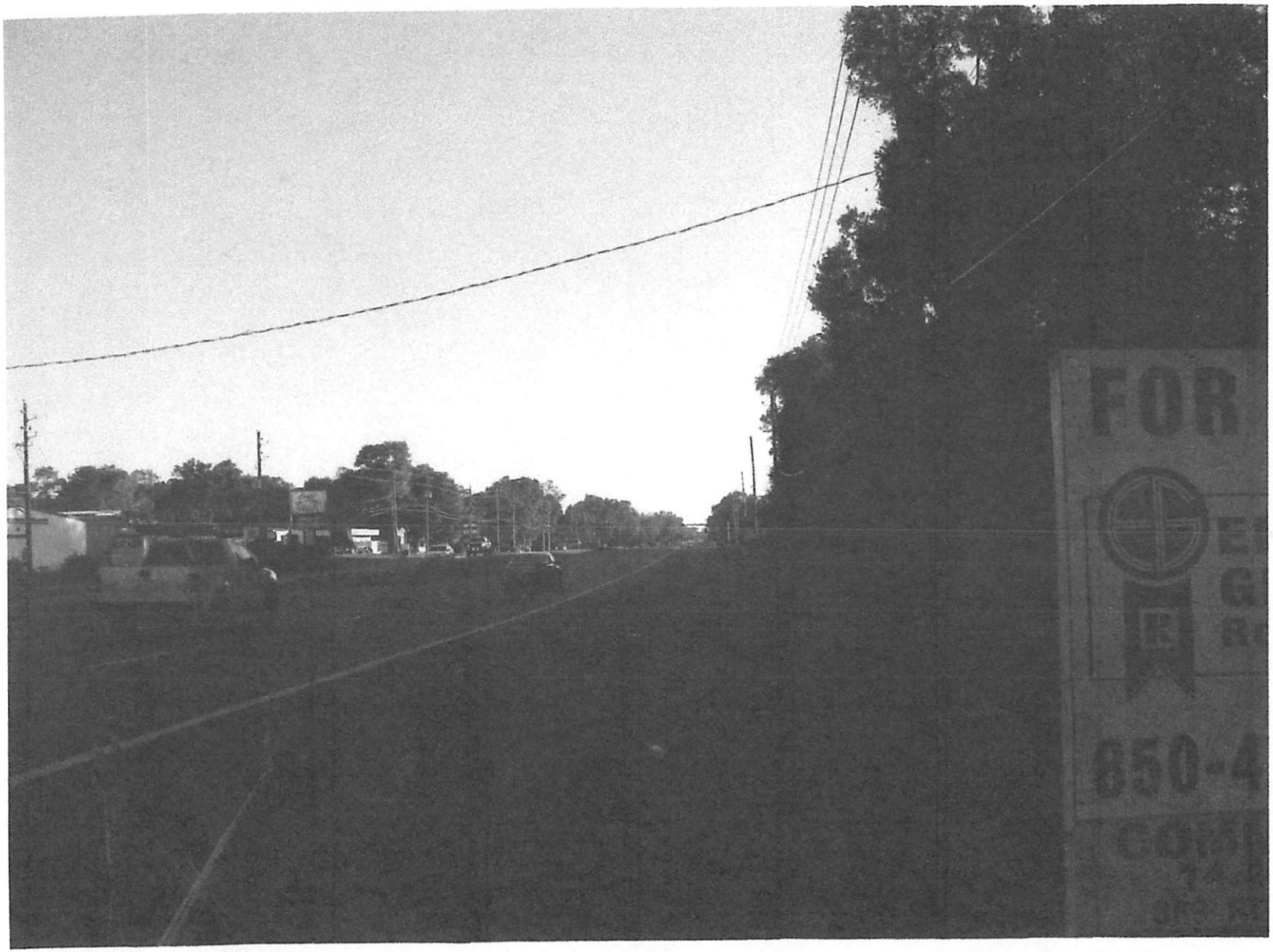
Looking south from northern parcel



Looking north from subject parcel



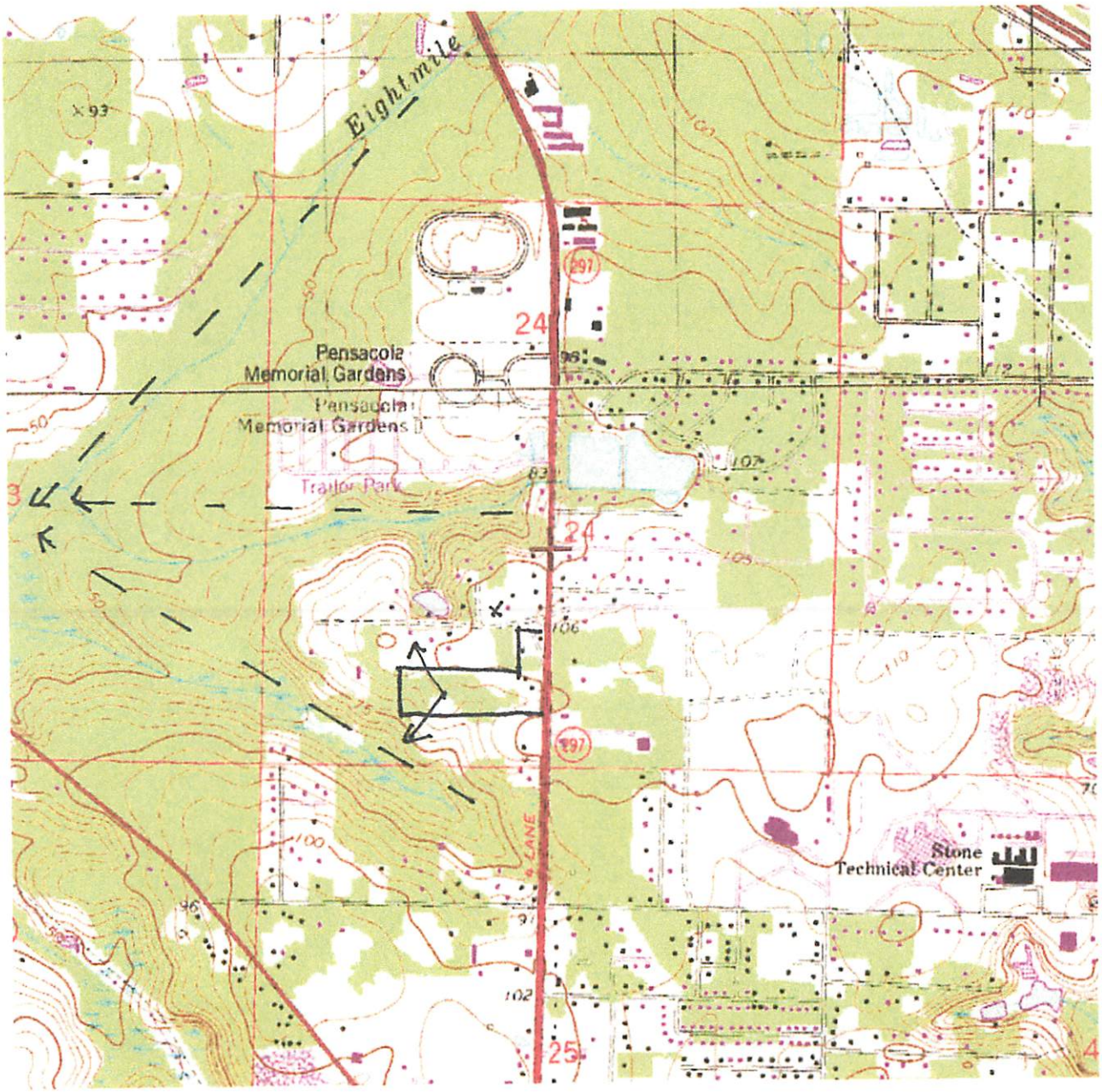
Looking west onto subject parcel



Looking south from southern most part of parcel



Looking east across Pine Forest Rd from another point on the parcel



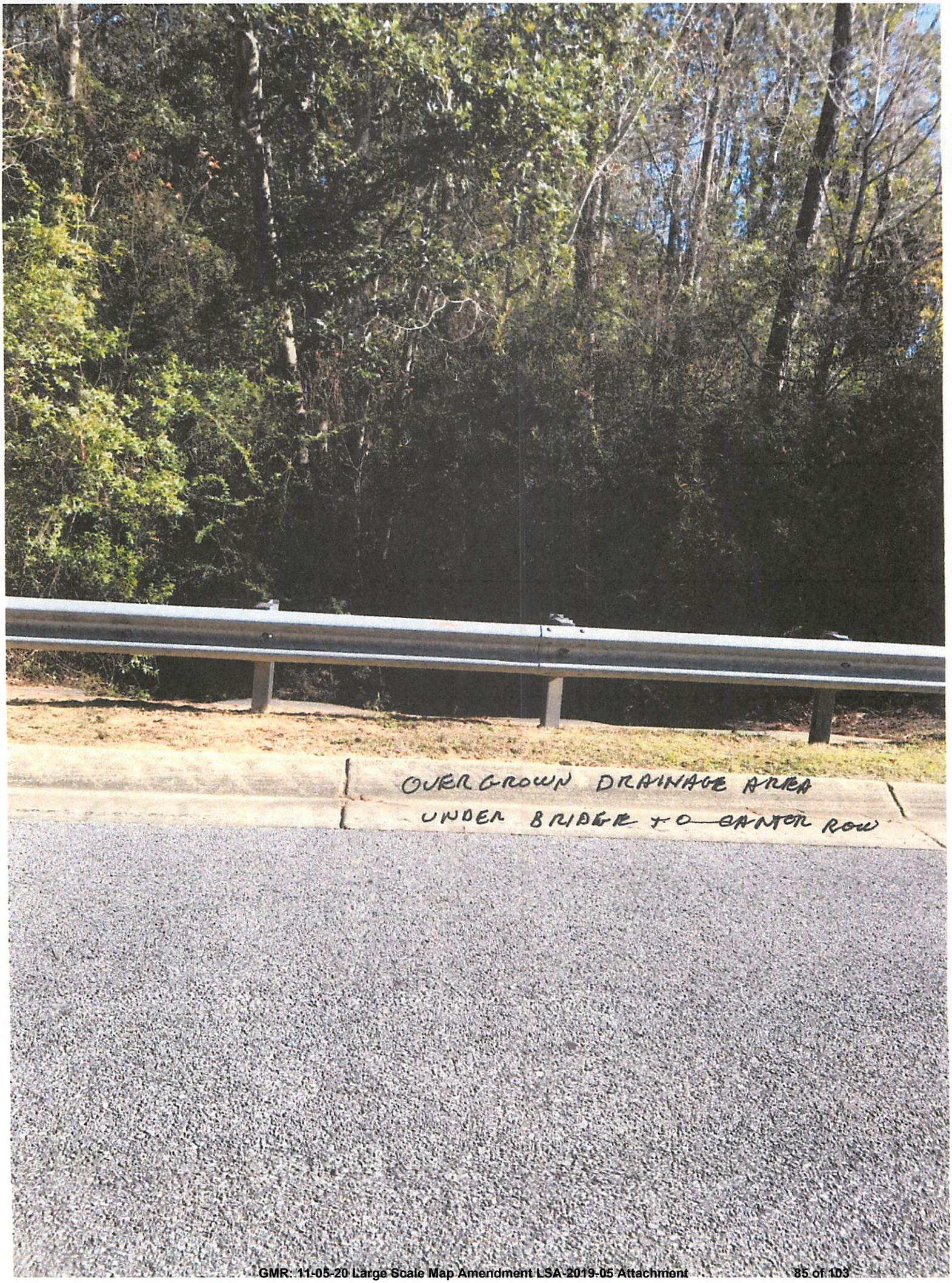
DRAINAGE WILL FLOW SOUTH AND NORTH INTO RESIDENTIAL AREAS

DRAINAGE WILL BE TO UPPER LEFT AND GO THRU SEVERAL RESIDENTIAL AREAS





CANTOR ROW BRIDGE WILL BE SUBJECT TO INCREASED WATER FLOWS


OVERGROWN DRAINAGE AREA
UNDER BRIDGE TO CANTON ROW

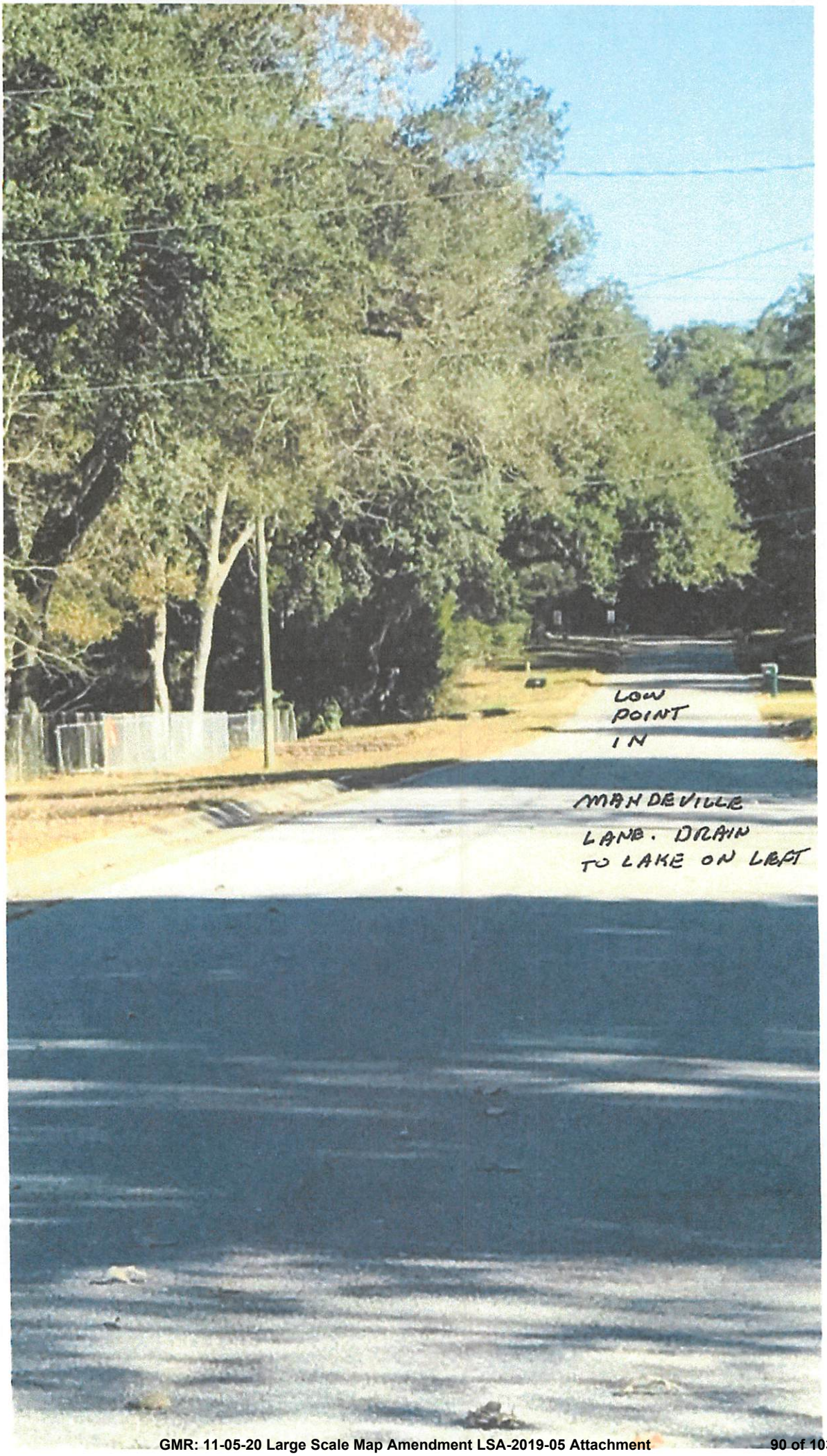




GUTTER DRAINAGE ON MANDEVILLE LANE


HOMME SUBJECT TO FLOOD
IF DRAINAGE FAILS


EXISTING
DRAINAGE MAY
BE INADIQUATE


LOW
POINT
IN
MAHDEVILLE
LANE. DRAIN
TO LAKE ON LEFT

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/03/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Chris Thompson Applicant

*Address: 815 South Palafox *City, State, Zip: Pensacola FL 32502

Email Address: CThompson@Southpalafox.com Phone: 291-636-1278

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/3/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: CSP 2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Spencer Leeper Applicant

*Address: 101 E Romana St Apt 242 *City, State, Zip: 32502

Email Address: spenceleeper@gmail.com Phone: 850-417-3414

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☑ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/3

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: 6.B

_____ In Favor X Against

*Name: Edward P Hardaway

*Address: 2837 Mandeville Ln *City, State, Zip: Pensacola 32526

Email Address: taaj33a@msn.com Phone: 850-748-0967

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/3

Rezoning Quasi-judicial Hearing

Rezoning Case #: 6B

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: ~~Z~~ Jack Stewart

*Address: 2821 Mandeville Ln *City, State, Zip: Pensacola FL 32526

Email Address: _____ Phone: 850-944-1714

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

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3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-3-2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Dan Damm

*Address: 2843 Mandeville Lane *City, State, Zip: 32526

Email Address: ~~dtamm~~ dandamm1856@gmail.com Phone: 850-485-1798

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-3-19

Rezoning Quasi-judicial Hearing
Rezoning Case #: LSA 2019-5

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Richard Copps

*Address: 7017 Pine Forest *City, State, Zip: 32526

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/3/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: KEVIN PACHUCKI

*Address: 7013 PINE FOREST *City, State, Zip: PENSACOLA, 32526

Email Address: PACHUKDOG@YAHOO.COM Phone: 850-341-9316

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-3-2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor __X__ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

LSA-2019-05

*Name: Kevin Kimberlin

*Address: 7101 pineforest rd *City, State, Zip: pensacola FL 32526

Email Address: Kevin Kimberlin 21 @ gmail Phone: 850-696-3814

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-3-2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Tom Woodhead

*Address: 2885 Mandeville Lane *City, State, Zip: Pensacola, FL 32526

Email Address: tomcwoodhead@gmail.com Phone: 720 427 3112

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☒ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-3-19

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Cindy Woodhead

*Address: 2885 Mandeville Ln *City, State, Zip: Pensacola FL. 32526

Email Address: Purplelizard9@gmail.com Phone: 850 991 0969

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

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☒ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 1-3-19

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: LSA-2019-05 **Agenda Item Number/Description:**

_____ In Favor ✓ Against

*Name: Barbara Mastison

*Address: 2841 Mandeville Ln *City, State, Zip: Pensacola, FL 32526

Email Address: rhianna62@Yahoo.com Phone: 786-566-7803

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Dec 3, 2019

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: LSA-2019-05 **Agenda Item Number/Description:** _____

_____ In Favor X Against

*Name: STEPHAN MADISON

*Address: 2841 Mandeville Ln *City, State, Zip: Pensacola FL

Email Address: wizardwxe@yahoo.com Phone: 305-389-2505

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-3-19

Rezoning Quasi-judicial Hearing
Rezoning Case #: LSA-2019-05

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor __X__ Against

*Name: Lea Mastison

*Address: 2841 Mandeville Lane *City, State, Zip: Pensacola, FL 32526

Email Address: LMastison@gmail.com Phone: 786-566-78

How did you hear about the rezoning case: ☒ Mail ☒ Internet ☒ Sign

Please indicate if you:
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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LSA Ordinance 2019-05

Date: 11-22-19

Date requested back by: _____

Requested by: Allyson Cain

Phone Number: _____

(LEGAL USE ONLY)

Legal Review by Kia M. Johnson

Date Received: _____

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 24, TOWNSHIP 1S, RANGE 31W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 24-1S-31-4230-000-020 TOTALING 10.28(+/-) ACRES, LOCATED ON PINE FOREST ROAD, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); CHANGING A PARCEL WITHIN SECTION 24, TOWNSHIP 1S, RANGE 31W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 24-1S-31-3140-000-000 TOTALING 3.66(+/-) ACRES, LOCATED ON PINE FOREST ROAD, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2019-05."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

(A) A parcel of land which is located within Section 24, Township 1S, Range 31W, parcel number 24-1S-31-4230-000-020 and totaling 10.28 (+/-) acres, located on Pine Forest Road, as more particularly described in the Boundary Survey produced by Gary Rutan, a registered land surveyor with McKim and Creed, dated 11/21/2019, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

(B) A parcel of land which is located within Section 24, Township 1S, Range 31W, parcel number 24-1S-31-3140-000-000 and totaling 3.66 (+/-) acres, located at Pine Forest Road, as more particularly described in the Boundary Survey produced by Gary Rutan, a registered land surveyor with McKim and Creed, dated 11/21/2019, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

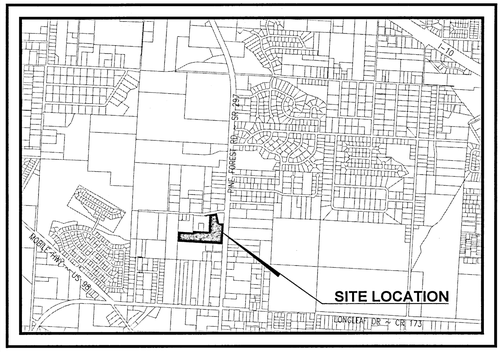
ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By Kim M. Johnson
Title Asst. County Attorney
Date 11-22-19

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:



VICINITY MAP
1" = 2000'

HORIZONTAL SCALE

0 30 60 120

(IN FEET)

1 INCH = 60 FT.

DESCRIPTION: (OFFICIAL RECORDS BOOK 2773, PAGE 473)

PARCEL 1:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150.00' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 77°08'51" WEST A DISTANCE OF 145.96 FEET' THENCE SOUTH 00°19'10" WEST A DISTANCE OF 610.13 FEET; THENCE NORTH 89°50'28" EAST A DISTANCE OF 270.78 FEET TO SAID WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD; THENCE NORTH 00°19'10" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 275.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 125.00 FEET; THENCE NORTH 00°19'10" EAST A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 77°08'51" WEST A DISTANCE OF 145.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME COURSE A DISTANCE OF 208.98 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 89°50'30" EAST A DISTANCE OF 59.76 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 45.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 420.00 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 00°03'58" WEST ALONG SAID WEST LINE A DISTANCE OF 283.66 FEET; THENCE NORTH 89°45'27" EAST A DISTANCE OF 1277.33 FEET TO SAID WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD; THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE 4F 269.80 FEET; THENCE SOUTH 80°52'28" WEST A DISTANCE OF 270.78 FEET; THENCE NORTH 00°19'10" EAST A DISTANCE OF 610.13 FEET TO THE POINT OF BEGINNING.

AND (OFFICIAL RECORDS BOOK 3004, PAGE 240)

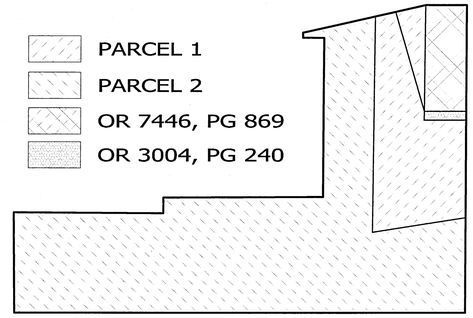
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET; THENCE SOUTH 00°19'10" WEST A DISTANCE OF 300.00' FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAME COURSE FOR A DISTANCE OF 25.00 FEET; THENCE NORTH 89°50'30" EAST FOR A DISTANCE OF 125.00'; THENCE NORTH 00°19'10" EAST FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°50'30" WEST FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.07 ACRES MORE OR LESS.

AND (OFFICIAL RECORDS BOOK 7446, PAGE 869)

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 89 DEGREES 50 MINUTES 30 SECONDS WEST 50 FEET TO WEST R/W LINE OF PINE FOREST ROAD (150 FT R/W), NORTH 0 DEGREES 19 MINUTES 10 SECONDS EAST ALONG THE WEST R/W LINE 63 FEET TO SOUTH R/W OF MANDEVILLE LANE FOR POB, SOUTH 89 DEGREES 50 MINUTES 30 SECONDS WEST ALONG THE SOUTH R/W OF MANDEVILLE LANE 125 FEET, SOUTH 77 DEGREES 08 MINUTES 51 SECONDS WEST 87 FEET, SOUTH 16 DEGREES 30 MINUTES 12 SECONDS EAST 292.70 FEET, NORTH 89 DEGREES 50 MINUTES 30 SECONDS EAST 125 FEET TO WEST R/W OF PINE FOREST ROAD, NORTH ALONG THE WEST R/W OF ROAD 300 FEET TO POINT OF BEGINNING.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE GRID BEARING OF S 03°05'36" W ALONG THE WEST RIGHT OF WAY LINE OF PINE FOREST ROAD (STATE ROAD 297 – 150' R/W) AND IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)–(2011)–(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) TRIMBLE R2 DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL–TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; A COPY OF FDOT RIGHT OF WAY MAP OF STATE ROAD 297, SECTION 48190–2501, SHEET 3 OF 6, DATED 6/21/1966; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) VERTICAL CONTROL NETWORK BENCH MARK NUMBER 48–00–D04HV HAVING A PUBLISHED ELEVATION OF 99.55 FEET
3. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
4. VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
5. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
6. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
7. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0360G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
8. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
9. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS–OF–WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
10. THE SURVEYING BUSINESS CERTIFICATE OF AUTHORIZATION NUMBER FOR McKIM & CREED, INC. IS LB7917.
11. THE ENVIRONMENTAL JURISDICTIONAL WETLANDS LINES AS SHOWN HEREON ARE BASED ON INFORMATION PROVIDED BY BIOME CONSULTING GROUP, 1300 W GOVERNMENT ST., PENSACOLA, FLORIDA, 850 435–9367.
12. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

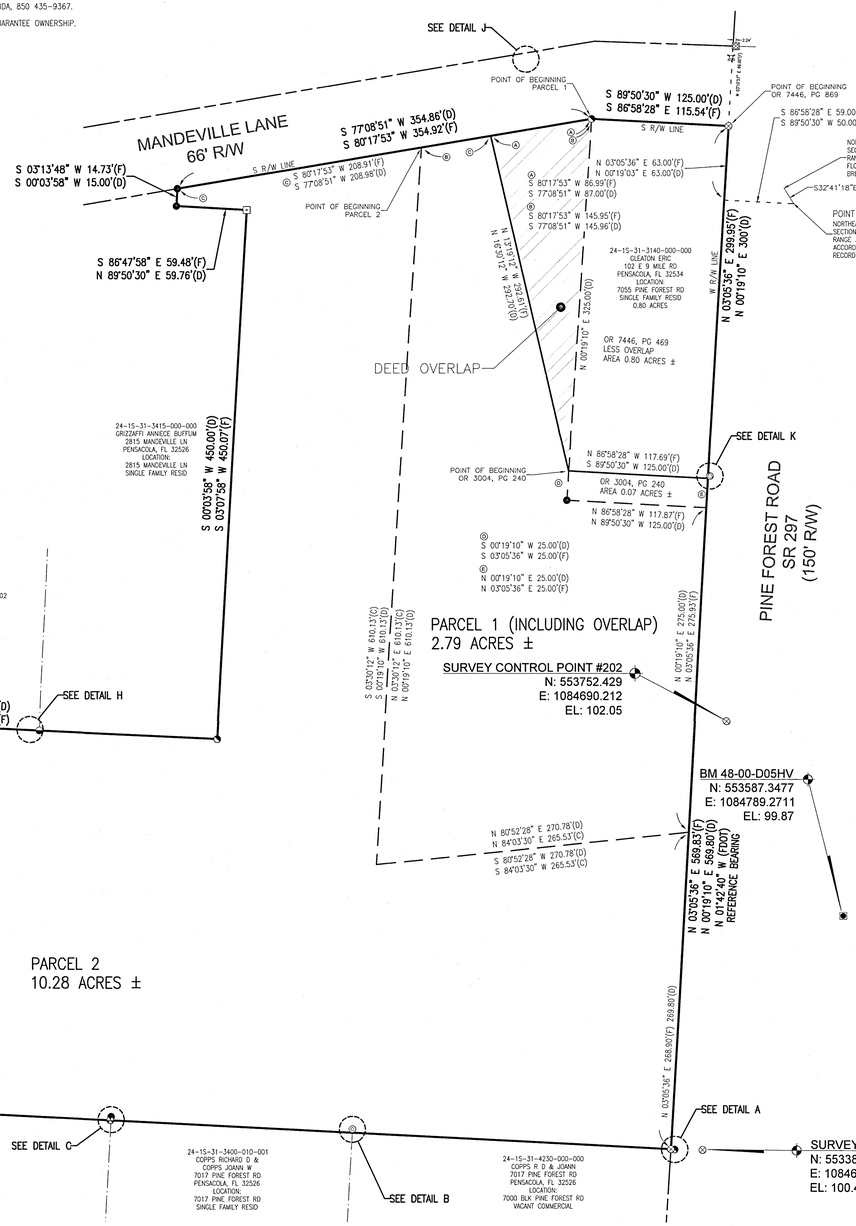


PARCEL KEY
(NTS)

LEGEND:

SET 1/2" DIA CAPPED IRON ROD (LB7917)	—— O ——	CHAIN LINK FENCE	
FOUND 1/2" DIA CAPPED IRON ROD (LB5112/"DRB"/"BUTLER")	—— // ——	WOOD PANEL FENCE	
FOUND 1/2" DIA CAPPED IRON ROD ("CURLE")	—— X ——	MISCELLANEOUS FENCE (TYPE NOTED)	
FOUND 1/2" DIA RED CAPPED IRON ROD ("BUTLER")	—OHU—	OVERHEAD UTILITIES	
FOUND 1/2" DIA DIA IRON PIPE (UNNUMBERED)		DROP INLET	
FOUND 1" DIA IRON PIPE (UNNUMBERED)		WATER VALVE	
FOUND 1/2" DIA IRON PIPE (UNNUMBERED)		FIRE HYDRANT	
FOUND BOLT (UNNUMBERED)		ELECTRIC METER	
FOUND AXLE (UNNUMBERED)		BURIED GAS LINE MARKER	
FOUND PK NAIL (UNNUMBERED)		BURIED PROPANE TANK	
FOUND 4"X4" CONCRETE MONUMENT (UNNUMBERED)		TELEPHONE MANHOLE	
FOUND 4"X4" CONCRETE MONUMENT WITH BRASS DISK (LB6679)		BURIED FIBER OPTIC CABLE MARKER	
FOUND 4"X4" CONCRETE MONUMENT WITH BRASS DISK (FDOT)		COMMUNICATIONS VAULT (SQUARE)	
SET BENCHMARK		COMMUNICATIONS VAULT (ROUND)	
LINE SHOWN NOT TO SCALE		TELEPHONE JUNCTION BOX ON CONC PAD	
		GUY WIRE ANCHOR	
		WOOD UTILITY POLE	
		GALVANIZED STEEL FENCE POST (NO FENCE)	
		MAILBOX	
		BORE	
		SINGLE SUPPORT SIGN	
		FDOT REFLECTOR	
		SPOT ELEVATION	
		ELEVATION CONTOUR LINE AT ONE FOOT INTERVALS	
		BENCHMARK	
		BACK OF CURB	
		BOTTOM OF WALL	
		(C) CALCULATED PER DEED	

CONC	CONCRETE
CMP	CORRUGATED METAL PIPE
(D)	DEED INFORMATION
(D2)	DEED INFORMATION PER O.R. 5715, PG 979
DIA	DIAMETER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
EOP	EDGE OF PAVEMENT
EL	ELEVATION
(F)	FIELD INFORMATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
H/W	HEADWALL
INV	INVERT
LB	LICENSED SURVEYING BUSINESS NUMBER
LS	LICENSED SURVEYOR NUMBER
MES	MITERED END SECTION
MON.	MONUMENTED
NAVD 88	NORTH AMERICAN VERTICAL DATUM 1988
NTS	NOT TO SCALE
O.R.	OFFICIAL RECORD BOOK
PG	PAGE
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT–OF–WAY
SR	STATE ROAD
TOW	TOP OF WALL



AREA BREAKDOWN
PARCEL 1 (INCLUDING OVERLAP): 2.79 ACRES ±
PARCEL 2: 10.28 ACRES ±
OR 7446 PG 469 (LESS OVERLAP): 0.80 ACRES ±
OR 3004 PG 240: 0.07 ACRES ±
TOTAL AREA = 13.94 ACRES ±

TREE LEGEND:

BAY
CYPRESS
ELM
MAGNOLIA
OAK
PALM

NOTE UNLESS STATED OTHERWISE: NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

McKIM & CREED
1206 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 994-5503
FL Surveying Business #LB7917
FL Certificate of Authorization# 29588
www.mckimcreed.com

BOUNDARY AND TOPOGRAPHIC SURVEY
7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP 1S RANGE 31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING AS ADOPTED AND ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STEPHEN GARY ROUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4289

11/21/19
DATE

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 60'
FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

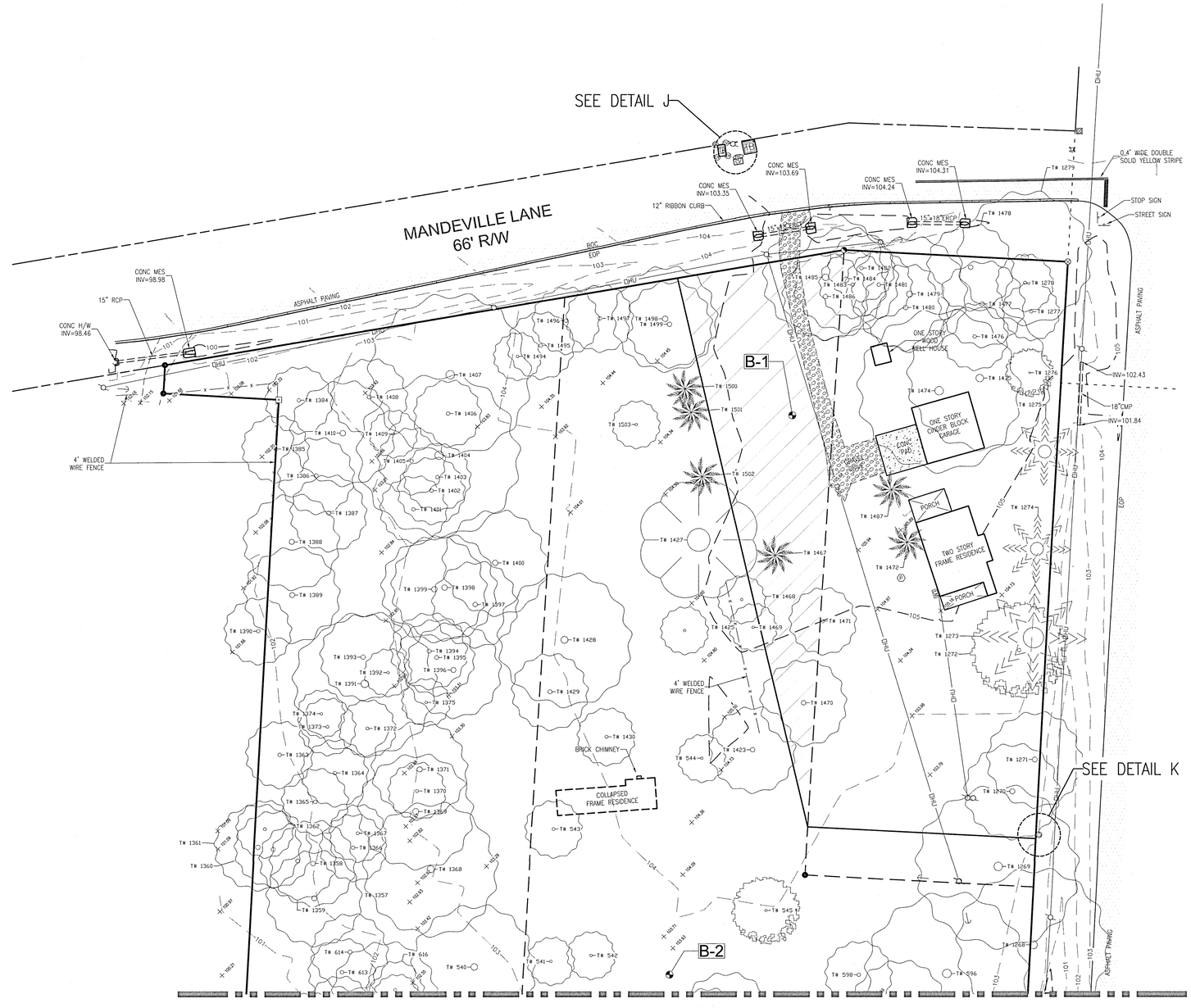
HORIZONTAL SCALE

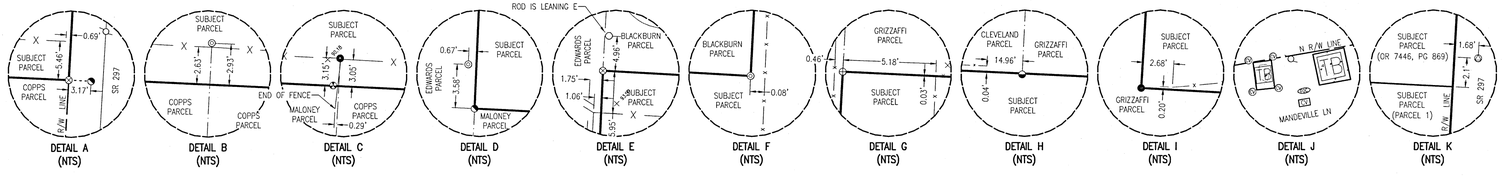
0 15 30 60

(IN FEET)

1 INCH = 30 FT.

NORTH





SHEET 2 OF 4

NOTE UNLESS STATED OTHERWISE, NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

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BOUNDARY AND TOPOGRAPHIC SURVEY

7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP: 1S RANGE 31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYORS IN CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4269 DATE

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'

FIELD DATE: 11/20/19
CREW: RS/DD
CREW: -
FB R618 PG 61-64
FB R618 PG 67-85

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
332	OAK	24'	12"
334	OAK	24'	12"
335	OAK	24'	12"
336	OAK	24'	15"
337	OAK	24'	12"
338	OAK	30'	24"
339	OAK	50'	36"
340	OAK	50'	36"
341	OAK	50'	34"
342	OAK	24'	12"
343	OAK	80'	48"
344	OAK	24'	18"
345	OAK	30'	15"
346	OAK	25'	12"
347	OAK	30'	15"
348	OAK	24'	12"
349	OAK	24'	18"
350	OAK	24'	12"
351	OAK	30'	15"
352	OAK	30'	15"
353	OAK	60'	32"
452	OAK	24'	12"
453	OAK	24'	12"
454	OAK	24'	12"
455	OAK	30'	18"
456	OAK	30'	18"
457	OAK	24'	15"
458	OAK	24'	15"
459	OAK	24'	15"
460	OAK	24'	15"
461	OAK	24'	15"
462	OAK	30'	20"
463	OAK	60'	32"
464	MAGNOLIA	25'	15"
465	OAK	30'	18"
466	OAK	40'	28"
467	OAK	30'	18"
468	OAK	25'	12"
469	OAK	25'	12"
470	OAK	24'	12"
471	OAK	35'	20"
472	OAK	35'	20"
473	OAK	60'	30"
474	OAK	60'	30"
475	OAK	45'	26"
476	OAK	40'	24"
477	OAK	24'	12"
489	OAK	50'	20"
490	OAK	30'	20"
491	OAK	50'	24"
492	OAK	24'	12"
493	OAK	60'	42"
494	OAK	24'	12"
495	OAK	30'	18"
496	OAK	30'	22"
497	OAK	40'	24"
498	OAK	20'	12"
499	MAGNOLIA	24'	12"
500	OAK	40'	12"-15"-18" SPLIT
501	OAK	35'	15"-18" SPLIT
502	OAK	35'	22"
503	MAGNOLIA	25'	15"
515	OAK	120'	84"
516	OAK	35'	18"
517	OAK	35'	22"
518	OAK	25'	15"
519	OAK	25'	12"
520	OAK	35'	23"
522	ELM	40'	23"
523	OAK	25'	15"
524	OAK	80'	52"
525	OAK	70'	48"
526	OAK	30'	15"
527	OAK	75'	55"
528	OAK	40'	28"
529	OAK	60'	48"
530	OAK	85'	66"
531	OAK	55'	34"
532	OAK	25'	12"
533	OAK	25'	15"
534	OAK	25'	15"
535	OAK	25'	15"
536	OAK	25'	15"
539	OAK	25'	15"
540	OAK	65'	40"
541	OAK	25'	12"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
542	OAK	25'	12"
543	OAK	30'	20"
544	OAK	25'	12"
545	MAGNOLIA	35'	20"
546	MAGNOLIA	30'	18"
547	OAK	50'	30"
548	OAK	50'	30"
549	OAK	40'	20"
550	OAK	25'	12"
551	OAK	40'	20"
596	OAK	85'	52"
597	OAK	50'	35"
598	OAK	35'	20"
602	OAK	25'	15"
603	OAK	25'	12"
604	OAK	70'	44"
605	OAK	40'	28"
606	OAK	25'	18"
607	OAK	55'	30"
608	OAK	45'	28"
609	OAK	25'	18"
610	OAK	25'	18"
611	OAK	35'	22"
612	OAK	35'	24"
613	OAK	35'	22"
614	OAK	40'	25"
615	OAK	55'	32"
616	OAK	30'	18"
617	OAK	25'	18"
618	OAK	40'	23"
619	OAK	45'	26"
622	OAK	25'	15"
623	OAK	30'	18"
624	OAK	35'	22"
625	MAGNOLIA	20'	14"
627	OAK	25'	15"
636	OAK	25'	18"
637	OAK	25'	18"
679	OAK	30'	18"
683	OAK	25'	15"
684	OAK	25'	15"
685	OAK	20'	12"
686	OAK	20'	12"
688	MAGNOLIA	20'	12"
689	OAK	20'	15"
690	MAGNOLIA	20'	12"
691	MAGNOLIA	20'	12"
692	OAK	25'	15"
693	OAK	25'	15"
694	OAK	25'	12"
695	OAK	25'	15"
696	OAK	30'	18"
697	OAK	25'	15"
698	OAK	30'	18"
699	OAK	30'	15"
702	OAK	25'	15"
703	BAY	25'	18"
704	BAY	25'	15"
706	BAY	30'	18"
707	BAY	20'	12"
709	BAY	25'	15"
710	BAY	25'	15"
711	BAY	25'	12"
714	BAY	25'	18"
716	BAY	25'	18"
717	OAK	25'	18"
718	MAGNOLIA	30'	18"
719	PALM	20'	18"
720	MAGNOLIA	30'	15"
721	MAGNOLIA	20'	12"
723	OAK	30'	15"
729	OAK	30'	15"
730	BAY	25'	15"
731	OAK	20'	15"
732	OAK	30'	24"
738	BAY	20'	12"
739	BAY	25'	18"
740	BAY	25'	15"
741	BAY	40'	25"
743	BAY	40'	22"
744	OAK	30'	18"
745	OAK	30'	18"
746	OAK	25'	15"
747	BAY	25'	15"
748	BAY	20'	12"
750	OAK	50'	23"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
751	OAK	20'	12"
767	OAK	30'	20"
768	OAK	40'	26"
770	OAK	25'	15"
771	OAK	25'	15"
772	OAK	20'	12"
773	OAK	25'	15"
774	OAK	25'	18"
775	OAK	25'	18"
776	OAK	20'	12"
777	OAK	20'	12"
778	OAK	30'	20"
779	OAK	30'	20"
782	OAK	25'	18"
783	OAK	25'	18"
784	OAK	25'	15"
785	OAK	25'	15"
786	OAK	25'	15"
809	OAK	25'	15"
811	BAY	20'	15"
812	BAY	20'	15"
813	OAK	20'	15"
814	OAK	20'	12"
815	BAY	30'	20"
826	MAGNOLIA	25'	15"
838	OAK	25'	15"
840	OAK	50'	30"
841	OAK	50'	30"
842	OAK	50'	30"
844	OAK	25'	12"
845	OAK	25'	15"
846	OAK	35'	20"
847	OAK	25'	16"
848	OAK	25'	15"
849	OAK	30'	22"
850	OAK	30'	22"
852	OAK	25'	15"
853	MAGNOLIA	25'	15"
856	OAK	50'	26"
857	OAK	25'	15"
858	OAK	25'	18"
860	OAK	20'	12"
861	OAK	25'	15"
862	OAK	25'	15"
863	OAK	25'	12"
864	OAK	25'	15"
865	OAK	25'	12"
866	OAK	25'	12"
867	OAK	25'	12"
869	OAK	25'	12"
870	OAK	50'	32"
871	OAK	25'	15"
872	OAK	25'	15"
873	OAK	25'	15"
874	OAK	25'	15"
875	OAK	30'	18"
876	OAK	20'	12"
878	OAK	30'	20"
879	OAK	25'	12"
880	OAK	30'	18"
902	OAK	20'	12"
903	OAK	20'	12"
904	OAK	25'	15"
905	OAK	25'	15"
906	OAK	25'	15"
907	OAK	25'	12"
908	OAK	25'	12"
909	OAK	35'	20"
910	OAK	30'	18"
911	OAK	30'	18"
912	OAK	25'	15"
914	OAK	20'	12"
915	OAK	20'	12"

MATCHLINE A- SEE SHEET 2

MATCHLINE B - SEE SHEET 4

NOTE UNLESS STATED OTHERWISE: NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE; THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP; UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED UNLESS OTHERWISE NOTED; IT IS POSSIBLE THAT DEED AND OTHER RESTRICTIONS EXIST THAT MAY AFFECT THE SUBJECT PROPERTY BEYOND THOSE SHOWN HEREON. THIS SURVEY AND SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS DRAWING, SKETCH, PLAT OR MAP MAY BE SUBJECT TO EASEMENTS OR OTHER ENCUMBRANCES NOT SHOWN ON THIS DRAWING.

McKIM&CREED
1208 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 994-9505
FL Surveying Business #LB7917
FL Certificate of Authorization# 29588
www.mckimcreed.com

BOUNDARY AND TOPOGRAPHIC SURVEY
7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION-24 TOWNSHIP-1S RANGE-31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON, TO BE CORRECT AND THAT IT CONFORMS WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 6248

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'
FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
943	OAK	30'	18"
944	OAK	70'	44"
945	OAK	40'	20"
946	OAK	40'	20"
947	OAK	30'	15"
948	OAK	30'	15"
949	MAGNOLIA	25'	12"~12" SPLIT
950	OAK	30'	15"
971	MAGNOLIA	35'	18"~12" SPLIT
972	MAGNOLIA	25'	12"
973	MAGNOLIA	25'	12"
974	MAGNOLIA	25'	15"
975	MAGNOLIA	35'	18"~18" SPLIT
976	OAK	35'	18"~15" SPLIT
977	OAK	35'	18"~15" SPLIT
1268	OAK	80'	60"
1269	OAK	85'	64"
1270	OAK	50'	30"
1271	OAK	50'	32"
1272	MAGNOLIA	50'	15"~20" SPLIT
1273	CYPRESS	55'	12"~20" SPLIT
1274	CYPRESS	35'	22"
1275	CYPRESS	35'	22"
1276	MAGNOLIA	25'	12"
1277	OAK	30'	18"
1278	OAK	30'	18"
1279	OAK	70'	50"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1357	OAK	50'	28"
1358	OAK	45'	32"
1359	OAK	40'	22"
1360	OAK	40'	22"
1361	OAK	45'	30"
1362	OAK	30'	18"
1363	OAK	35'	28"
1364	OAK	35'	28"
1365	OAK	35'	23"
1366	OAK	35'	22"
1367	OAK	30'	18"
1368	OAK	70'	48"
1369	OAK	60'	20"~20" SPLIT
1370	OAK	30'	18"
1371	OAK	50'	30"
1372	OAK	30'	18"
1373	OAK	30'	18"
1374	OAK	25'	12"
1375	OAK	25'	15"
1384	OAK	35'	20"
1385	OAK	35'	20"
1386	OAK	40'	26"
1387	OAK	40'	22"
1388	OAK	50'	30"
1389	OAK	50'	30"
1390	OAK	35'	16"
1391	OAK	75'	54"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1392	OAK	25'	12"
1393	OAK	45'	24"
1394	OAK	40'	20"
1395	OAK	40'	22"
1396	OAK	50'	28"
1397	OAK	45'	22"
1398	OAK	55'	33"
1399	OAK	55'	30"
1400	OAK	55'	30"
1401	OAK	35'	20"
1402	OAK	35'	20"
1403	OAK	35'	22"
1404	OAK	85'	50"
1405	OAK	35'	20"
1406	OAK	35'	20"
1407	OAK	85'	68"
1408	OAK	40'	20"
1409	OAK	25'	12"
1410	OAK	55'	30"
1423	OAK	45'	28"
1425	OAK	25'	15"
1427	PECAN	60'	30"
1428	OAK	70'	52"
1429	OAK	40'	20"
1430	OAK	30'	18"
1467	PALM	20'	15"
1468	OAK	25'	15"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1469	OAK	25'	15"
1470	OAK	45'	26"
1471	OAK	35'	15"
1472	PALM	20'	15"
1474	OAK	85'	60"
1475	OAK	75'	50"
1476	OAK	35'	18"
1477	OAK	45'	22"
1478	OAK	45'	32"
1479	OAK	60'	48"
1480	OAK	45'	22"
1481	OAK	35'	18"
1482	OAK	35'	20"
1483	OAK	35'	22"
1484	OAK	55'	26"
1485	OAK	65'	34"
1486	OAK	45'	24"
1487	PALM	20'	15"
1494	OAK	25'	15"
1495	OAK	35'	20"
1496	OAK	35'	20"
1497	OAK	35'	20"
1498	OAK	55'	30"
1499	OAK	45'	24"
1500	PALM	20'	15"
1501	PALM	20'	15"
1502	PALM	20'	15"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1503	OAK	25'	12"

HORIZONTAL SCALE
0 15 30 60
(IN FEET)
1 INCH = 30 FT.

NORTH

SEE DETAIL E
SEE DETAIL G
SEE DETAIL H
SEE DETAIL F
SEE DETAIL D
SEE DETAIL C
MATCHLINE B - SEE SHEET 3
B-7
B-6
4' WELDED WIRE FENCE
6' WOOD BOARD FENCE
JURISDICITONAL WETLANDS DELINEATION LINE AS PROVIDED BY BIOME, INC.

NOTE UNLESS STATED OTHERWISE: NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE; THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

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SECTION 24 TOWNSHIP-1S RANGE31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17.050, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTH, SURVEYOR AND MAPPER, LICENSE NO. 6208 - DATE
PROFESSIONAL LAND SURVEYOR AND MAPPER

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'

FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LSA Ordinance 2019-05

Date: 11-22-19

Date requested back by: _____

Requested by: Allyson Cain

Phone Number: _____

(LEGAL USE ONLY)

Legal Review by Kia M. Johnson

Date Received: _____

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 24, TOWNSHIP 1S, RANGE 31W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 24-1S-31-4230-000-020 TOTALING 10.28(+/-) ACRES, LOCATED ON PINE FOREST ROAD, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); CHANGING A PARCEL WITHIN SECTION 24, TOWNSHIP 1S, RANGE 31W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 24-1S-31-3140-000-000 TOTALING 3.66(+/-) ACRES, LOCATED ON PINE FOREST ROAD, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2019-05."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

(A) A parcel of land which is located within Section 24, Township 1S, Range 31W, parcel number 24-1S-31-4230-000-020 and totaling 10.28 (+/-) acres, located on Pine Forest Road, as more particularly described in the Boundary Survey produced by Gary Rutan, a registered land surveyor with McKim and Creed, dated 11/21/2019, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

(B) A parcel of land which is located within Section 24, Township 1S, Range 31W, parcel number 24-1S-31-3140-000-000 and totaling 3.66 (+/-) acres, located at Pine Forest Road, as more particularly described in the Boundary Survey produced by Gary Rutan, a registered land surveyor with McKim and Creed, dated 11/21/2019, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

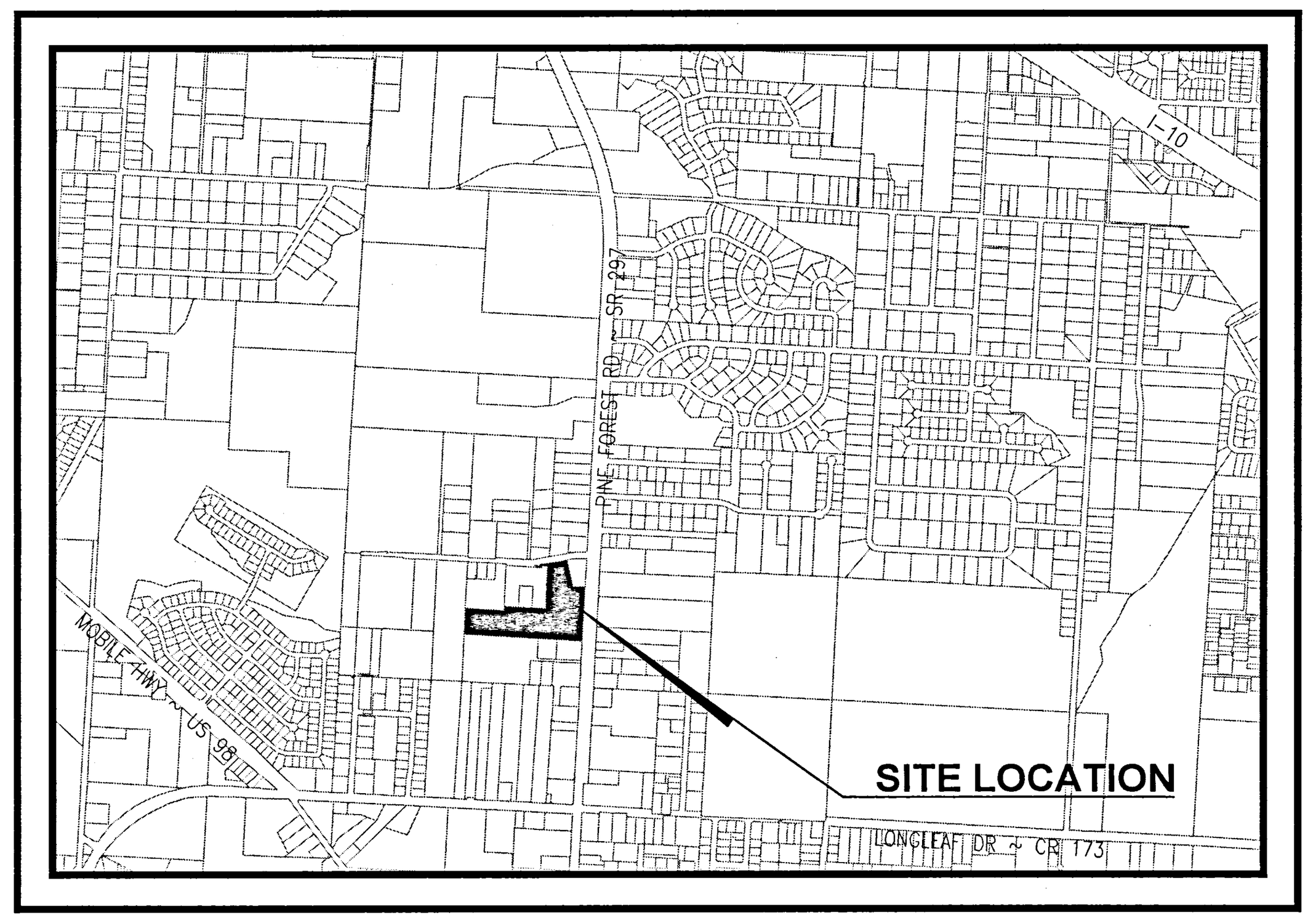
(SEAL)

Approved as to form and legal sufficiency.

By/Title: Kia M. Johnson, ACA

Date: 10-27-2020

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:



VICINITY MAP
1" = 2000'

HORIZONTAL SCALE

0 30 60 120

(IN FEET)
1 INCH = 60 FT.

DESCRIPTION: (OFFICIAL RECORDS BOOK 2773, PAGE 473)

PARCEL 1:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150.00' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 77°08'51" WEST A DISTANCE OF 145.96 FEET' THENCE SOUTH 00°19'10" WEST A DISTANCE OF 610.13 FEET; THENCE NORTH 89°50'28" EAST A DISTANCE OF 270.78 FEET TO SAID WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD; THENCE NORTH 00°19'10" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 275.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 125.00 FEET; THENCE NORTH 00°19'10" EAST A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150" R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 77°08'51" WEST A DISTANCE OF 145.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME COURSE A DISTANCE OF 208.98 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 89°50'30" EAST A DISTANCE OF 59.76 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 00°03'58" WEST A DISTANCE OF 45.00 FEET; THENCE SOUTH 89°50'30" WEST A DISTANCE OF 420.00 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 00°03'58" WEST ALONG SAID WEST LINE A DISTANCE OF 283.66 FEET; THENCE NORTH 89°45'27" EAST A DISTANCE OF 1277.33 FEET TO SAID WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD; THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE 4F 269.80 FEET; THENCE SOUTH 80°52'28" WEST A DISTANCE OF 270.78 FEET; THENCE NORTH 00°19'10" EAST A DISTANCE OF 610.13 FEET TO THE POINT OF BEGINNING.

AND (OFFICIAL RECORDS BOOK 3004, PAGE 240)

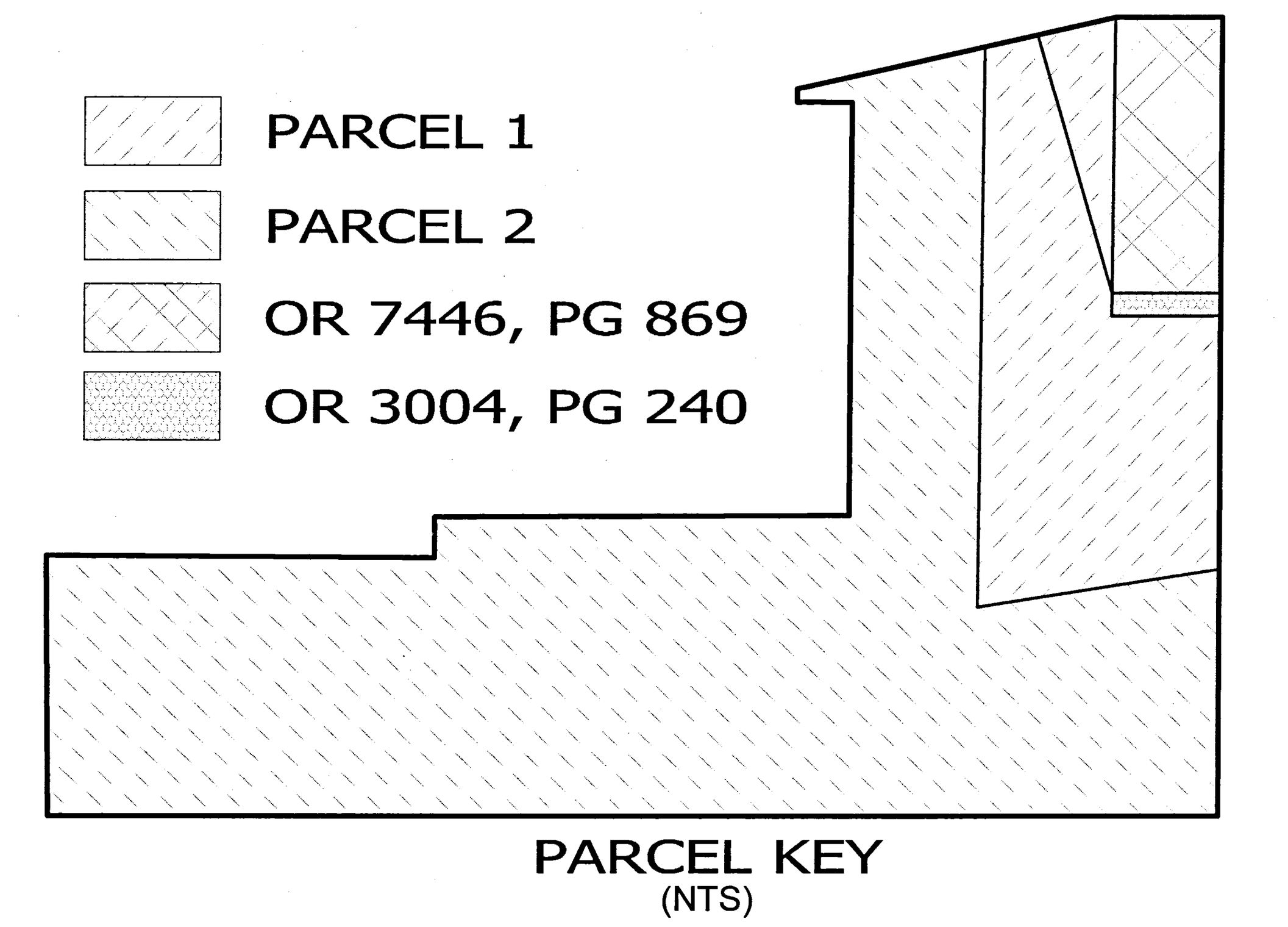
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89°50'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PINE FOREST ROAD (150' R/W); THENCE NORTH 00°19'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 63.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MANDEVILLE LANE (R/W VARIES); THENCE SOUTH 89°50'30" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 125.00 FEET; THENCE SOUTH 00°19'10" WEST A DISTANCE OF 300.00' FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAME COURSE FOR A DISTANCE OF 25.00 FEET; THENCE NORTH 89°50'30" EAST FOR A DISTANCE OF 125.00'; THENCE NORTH 00°19'10" EAST FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°50'30" WEST FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.07 ACRES MORE OR LESS.

AND (OFFICIAL RECORDS BOOK 7446, PAGE 869)

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 89 DEGREES 50 MINUTES 30 SECONDS WEST 50 FEET TO WEST R/W LINE OF PINE FOREST ROAD (150 FT R/W), NORTH 0 DEGREES 19 MINUTES 10 SECONDS EAST ALONG THE WEST R/W LINE 63 FEET TO SOUTH R/W OF MANDEVILLE LANE FOR POB, SOUTH 89 DEGREES 50 MINUTES 30 SECONDS WEST ALONG THE SOUTH R/W OF MANDEVILLE LANE 125 FEET, SOUTH 77 DEGREES 08 MINUTES 51 SECONDS WEST 87 FEET, SOUTH 16 DEGREES 30 MINUTES 12 SECONDS EAST 292.70 FEET, NORTH 89 DEGREES 50 MINUTES 30 SECONDS EAST 125 FEET TO WEST R/W OF PINE FOREST ROAD, NORTH ALONG THE WEST R/W OF ROAD 300 FEET TO POINT OF BEGINNING.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE GRID BEARING OF S 03°05'36" W ALONG THE WEST RIGHT OF WAY LINE OF PINE FOREST ROAD (STATE ROAD 297 - 150' R/W) AND IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) TRIMBLE R2 DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; A COPY OF FDOT RIGHT OF WAY MAP OF STATE ROAD 297, SECTION 48190-2501, SHEET 3 OF 6, DATED 6/21/1966; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) VERTICAL CONTROL NETWORK BENCH MARK NUMBER 48-00-D04HV HAVING A PUBLISHED ELEVATION OF 95.55 FEET
3. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
4. VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
5. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
6. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
7. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0360G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
8. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
9. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
10. THE SURVEYING BUSINESS CERTIFICATE OF AUTHORIZATION NUMBER FOR McKIM & CREED, INC. IS LB7917.
11. THE ENVIRONMENTAL JURISDICTIONAL WETLANDS LINES AS SHOWN HEREON ARE BASED ON INFORMATION PROVIDED BY BIOME CONSULTING GROUP, 1300 W GOVERNMENT ST., PENSACOLA, FLORIDA, 850 435-9367.
12. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.



PARCEL KEY
(NTS)

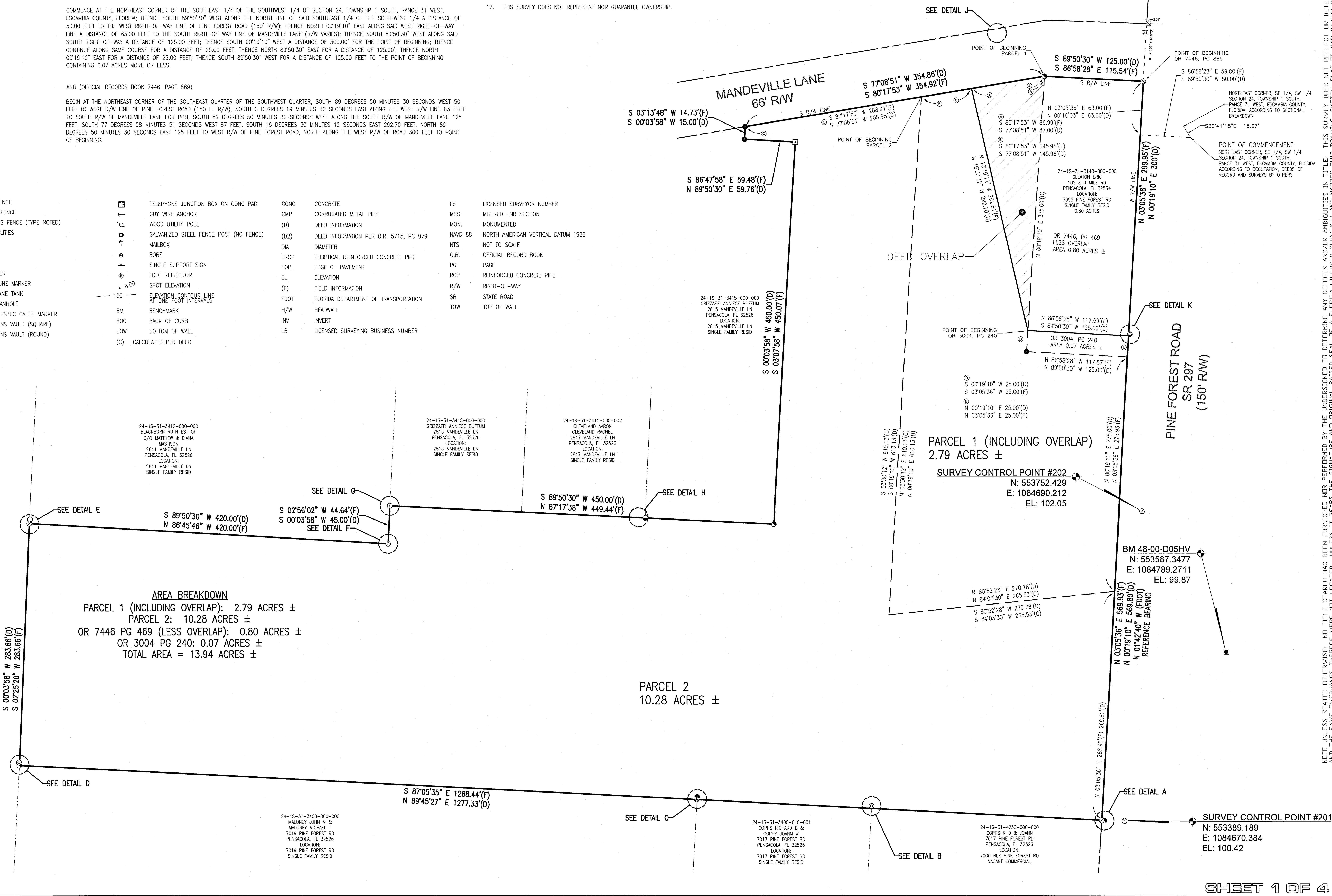
LEGEND:

SET 1/2" DIA CAPPED IRON ROD (LB7917)	CHAIN LINK FENCE
FOUND 1/2" DIA CAPPED IRON ROD (LB6112/"DRB"/"BUTLER")	WOOD PANEL FENCE
FOUND 1/2" DIA CAPPED IRON ROD ("CURLE")	MISCELLANEOUS FENCE (TYPE NOTED)
FOUND 1/2" DIA RED CAPPED IRON ROD ("BUTLER")	OVERHEAD UTILITIES
FOUND 1/2" DIA DIA IRON PIPE (UNNUMBERED)	DROP INLET
FOUND 1" DIA IRON PIPE (UNNUMBERED)	WATER VALVE
FOUND 1/2" DIA IRON PIPE (UNNUMBERED)	FIRE HYDRANT
FOUND BOLT (UNNUMBERED)	ELECTRIC METER
FOUND AXLE (UNNUMBERED)	BURIED GAS LINE MARKER
FOUND PK NAIL (UNNUMBERED)	BURIED PROPANE TANK
FOUND 4"X4" CONCRETE MONUMENT (UNNUMBERED)	TELEPHONE MANHOLE
FOUND 4"X4" CONCRETE MONUMENT WITH BRASS DISK (LB6679)	BURIED FIBER OPTIC CABLE MARKER
FOUND 4"X4" CONCRETE MONUMENT WITH BRASS DISK (FDOT)	COMMUNICATIONS VAULT (SQUARE)
SET BENCHMARK	COMMUNICATIONS VAULT (ROUND)
LINE SHOWN NOT TO SCALE	

TB	TELEPHONE JUNCTION BOX ON CONC PAD
	GUY WIRE ANCHOR
	WOOD UTILITY POLE
	GALVANIZED STEEL FENCE POST (NO FENCE)
	MAILBOX
	BORE
	SINGLE SUPPORT SIGN
	FDOT REFLECTOR
+ 6.00	SPOT ELEVATION
— 100 —	ELEVATION CONTOUR LINE AT ONE FOOT INTERVALS
BM	BENCHMARK
BOC	BACK OF CURB
BOW	BOTTOM OF WALL
(C)	CALCULATED PER DEED

CONC	CONCRETE
CMP	CORRUGATED METAL PIPE
(D)	DEED INFORMATION
(D2)	DEED INFORMATION PER O.R. 5715, PG 979
DIA	DIAMETER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
EOP	EDGE OF PAVEMENT
EL	ELEVATION
(F)	FIELD INFORMATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
H/W	HEADWALL
INV	INVERT
LB	LICENSED SURVEYING BUSINESS NUMBER

LS	LICENSED SURVEYOR NUMBER
MES	MITERED END SECTION
MON.	MONUMENTED
NAVD 88	NORTH AMERICAN VERTICAL DATUM 1988
NTS	NOT TO SCALE
O.R.	OFFICIAL RECORD BOOK
PG	PAGE
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
SR	STATE ROAD
TOW	TOP OF WALL



TREE LEGEND:

- BAY
- CYPRESS
- ELM
- MAGNOLIA
- OAK
- PALM

NOTE UNLESS STATED OTHERWISE: NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE EAVE OVERHANGS THEREOF WERE NOT LOCATED. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

McKIM & CREED
1206 N. Palafox St.
Pensacola, Florida 32501
Phone: (850) 994-9503
FL Surveying Business #LB7917
FL Certificate of Authorization# 29588
www.mckimcreed.com

BOUNDARY AND TOPOGRAPHIC SURVEY

7045 PINE FOREST ROAD PENSACOLA, FLORIDA 32526

SECTION:24 TOWNSHIP:1S RANGE:31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

11/21/19
STEPHEN GARY RUTAN DATE
PROFESSIONAL LAND SURVEYOR LICENSE NO. 4208

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 60'
FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

SHEET 1 OF 4

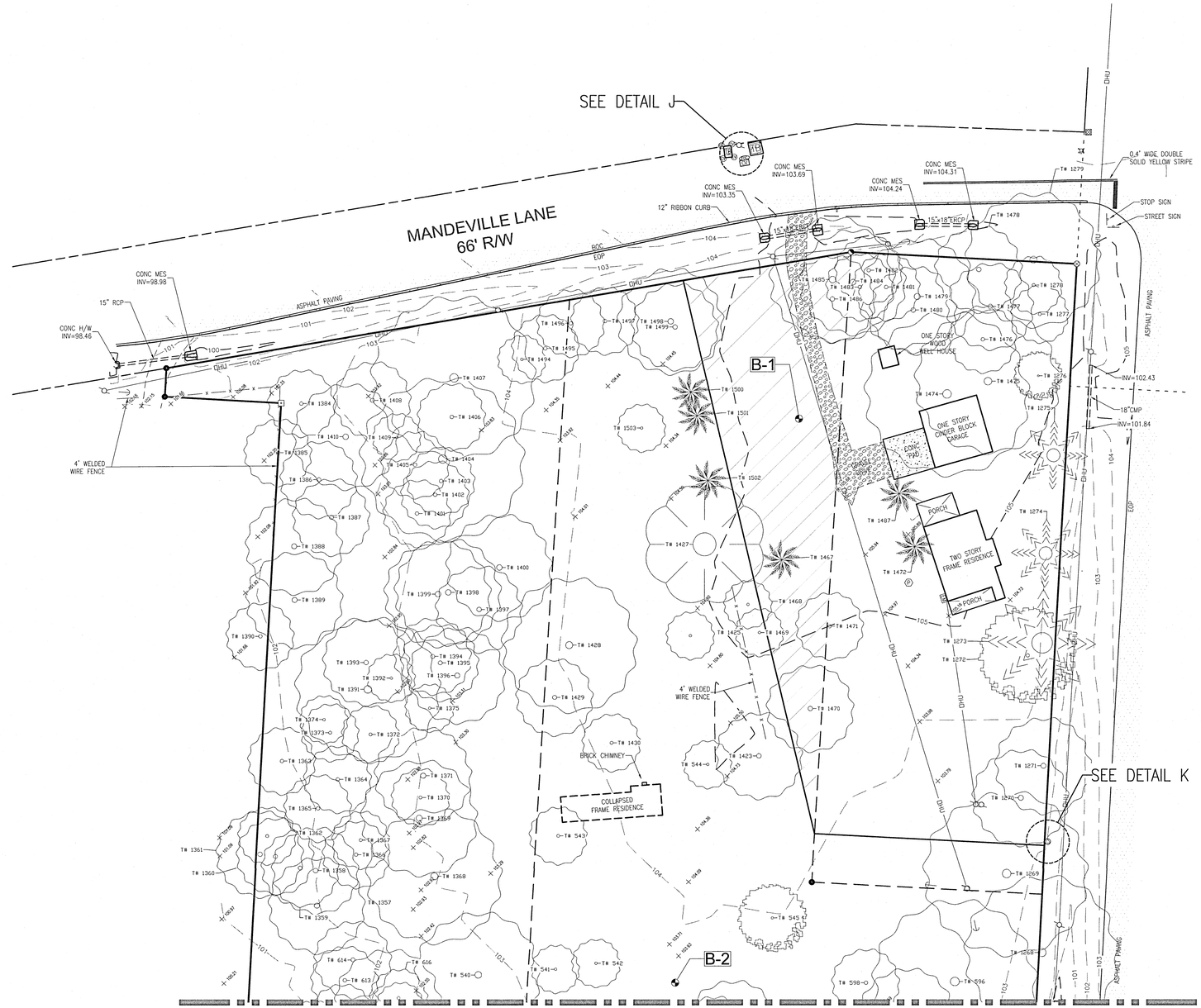
HORIZONTAL SCALE

0 15 30 60

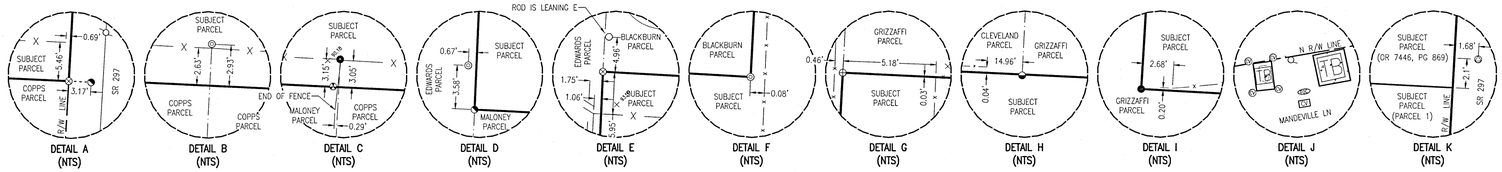
(IN FEET)

1 INCH = 30 FT.

NORTH



MATCHLINE A - SEE SHEET 2



SHEET 2 OF 4

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BOUNDARY AND TOPOGRAPHIC SURVEY

7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP: 1S RANGE 31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYORS AS CONTAINED IN CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4269 DATE

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

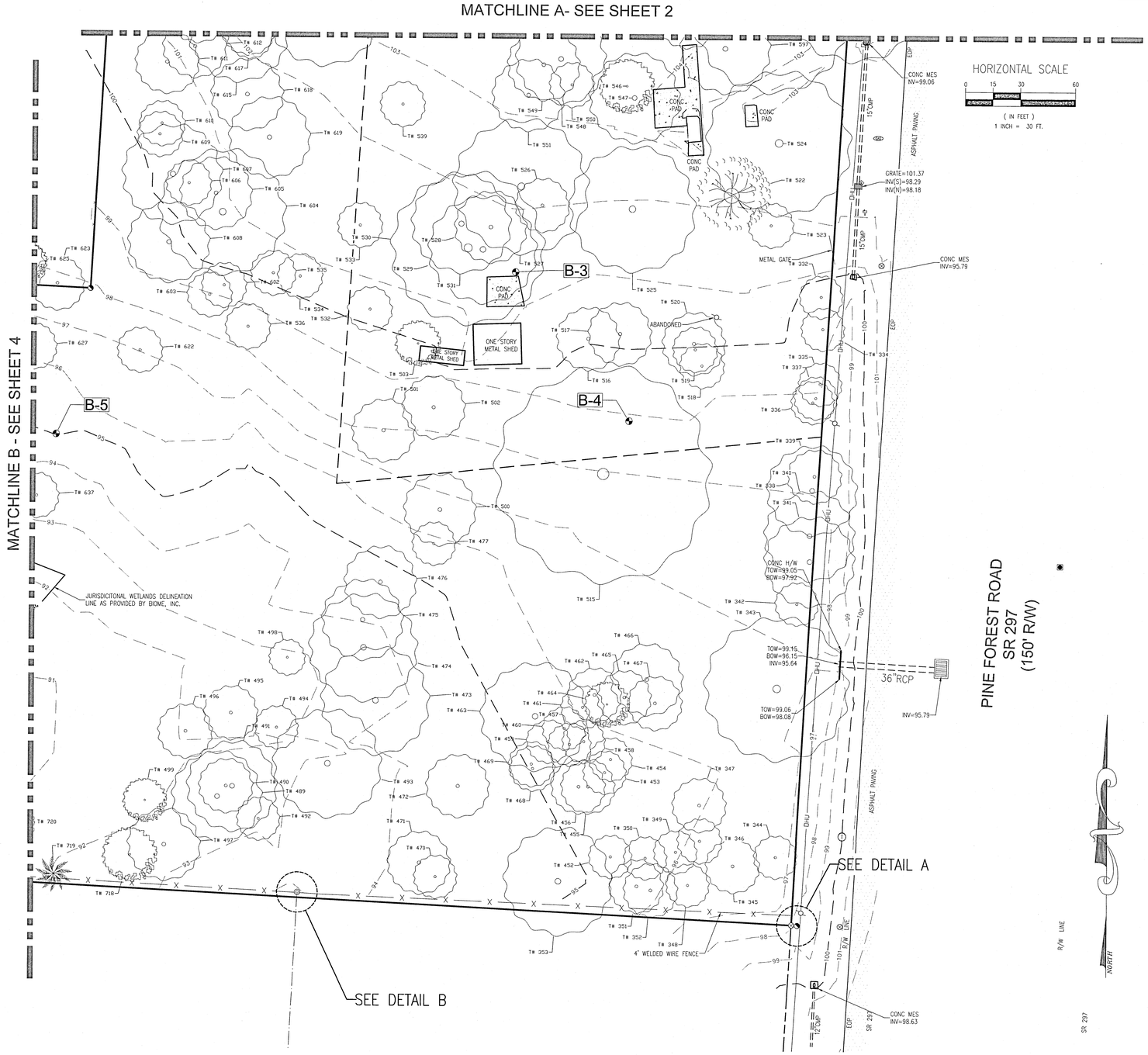
Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'

FIELD DATE: 11/20/19
CREW: RS/DD
CREW: -
FB R618 PG 61-64
FB R618 PG 67-85

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
332	OAK	24'	12"
334	OAK	24'	12"
335	OAK	24'	12"
336	OAK	24'	15"
337	OAK	24'	12"
338	OAK	30'	24"
339	OAK	50'	36"
340	OAK	50'	36"
341	OAK	50'	34"
342	OAK	24'	12"
343	OAK	80'	48"
344	OAK	24'	18"
345	OAK	30'	15"
346	OAK	25'	12"
347	OAK	30'	15"
348	OAK	24'	12"
349	OAK	24'	18"
350	OAK	24'	12"
351	OAK	30'	15"
352	OAK	30'	15"
353	OAK	60'	32"
452	OAK	24'	12"
453	OAK	24'	12"
454	OAK	24'	12"
455	OAK	30'	18"
456	OAK	30'	18"
457	OAK	24'	15"
458	OAK	24'	15"
459	OAK	24'	15"
460	OAK	24'	15"
461	OAK	24'	15"
462	OAK	30'	20"
463	OAK	60'	32"
464	MAGNOLIA	25'	15"
465	OAK	30'	18"
466	OAK	40'	28"
467	OAK	30'	18"
468	OAK	25'	12"
469	OAK	25'	12"
470	OAK	24'	12"
471	OAK	35'	20"
472	OAK	35'	20"
473	OAK	60'	30"
474	OAK	60'	30"
475	OAK	45'	26"
476	OAK	40'	24"
477	OAK	24'	12"
489	OAK	50'	20"
490	OAK	30'	20"
491	OAK	50'	24"
492	OAK	24'	12"
493	OAK	60'	42"
494	OAK	24'	12"
495	OAK	30'	18"
496	OAK	30'	22"
497	OAK	40'	24"
498	OAK	20'	12"
499	MAGNOLIA	24'	12"
500	OAK	40'	12"-15"-18" SPLIT
501	OAK	35'	15"-18" SPLIT
502	OAK	35'	22"
503	MAGNOLIA	25'	15"
515	OAK	120'	84"
516	OAK	35'	18"
517	OAK	35'	22"
518	OAK	25'	15"
519	OAK	25'	12"
520	OAK	35'	23"
522	ELM	40'	23"
523	OAK	25'	15"
524	OAK	80'	52"
525	OAK	70'	48"
526	OAK	30'	15"
527	OAK	75'	55"
528	OAK	40'	28"
529	OAK	60'	48"
530	OAK	85'	66"
531	OAK	55'	34"
532	OAK	25'	12"
533	OAK	25'	15"
534	OAK	25'	15"
535	OAK	25'	15"
536	OAK	25'	15"
539	OAK	25'	15"
540	OAK	65'	40"
541	OAK	25'	12"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
542	OAK	25'	12"
543	OAK	30'	20"
544	OAK	25'	12"
545	MAGNOLIA	35'	20"
546	MAGNOLIA	30'	18"
547	OAK	50'	30"
548	OAK	50'	30"
549	OAK	40'	20"
550	OAK	25'	12"
551	OAK	40'	20"
596	OAK	85'	52"
597	OAK	50'	35"
598	OAK	35'	20"
602	OAK	25'	15"
603	OAK	25'	12"
604	OAK	70'	44"
605	OAK	40'	28"
606	OAK	25'	18"
607	OAK	55'	30"
608	OAK	45'	28"
609	OAK	25'	18"
610	OAK	25'	18"
611	OAK	35'	22"
612	OAK	35'	24"
613	OAK	35'	22"
614	OAK	40'	25"
615	OAK	55'	32"
616	OAK	30'	18"
617	OAK	25'	18"
618	OAK	40'	23"
619	OAK	45'	26"
622	OAK	25'	15"
623	OAK	30'	18"
624	OAK	35'	22"
625	MAGNOLIA	20'	14"
627	OAK	25'	15"
636	OAK	25'	18"
637	OAK	25'	18"
679	OAK	30'	18"
683	OAK	25'	15"
684	OAK	25'	15"
685	OAK	20'	12"
686	OAK	20'	12"
688	MAGNOLIA	20'	12"
689	OAK	20'	15"
690	MAGNOLIA	20'	12"
691	MAGNOLIA	20'	12"
692	OAK	25'	15"
693	OAK	25'	15"
694	OAK	25'	12"
695	OAK	25'	15"
696	OAK	30'	18"
697	OAK	25'	15"
698	OAK	30'	18"
699	OAK	30'	15"
702	OAK	25'	15"
703	BAY	25'	18"
704	BAY	25'	15"
706	BAY	30'	18"
707	BAY	20'	12"
709	BAY	25'	15"
710	BAY	25'	15"
711	BAY	25'	12"
714	BAY	25'	18"
716	BAY	25'	18"
717	OAK	25'	18"
718	MAGNOLIA	30'	18"
719	PALM	20'	18"
720	MAGNOLIA	30'	15"
721	MAGNOLIA	20'	12"
723	OAK	30'	15"
729	OAK	30'	15"
730	BAY	25'	15"
731	OAK	20'	15"
732	OAK	30'	24"
738	BAY	20'	12"
739	BAY	25'	18"
740	BAY	25'	15"
741	BAY	40'	25"
743	BAY	40'	22"
744	OAK	30'	18"
745	OAK	30'	18"
746	OAK	25'	15"
747	BAY	25'	15"
748	BAY	20'	12"
750	OAK	50'	23"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
751	OAK	20'	12"
767	OAK	30'	20"
768	OAK	40'	26"
770	OAK	25'	15"
771	OAK	25'	15"
772	OAK	20'	12"
773	OAK	25'	15"
774	OAK	25'	18"
775	OAK	25'	18"
776	OAK	20'	12"
777	OAK	20'	12"
778	OAK	30'	20"
779	OAK	30'	20"
782	OAK	25'	18"
783	OAK	25'	18"
784	OAK	25'	15"
785	OAK	25'	15"
786	OAK	25'	15"
809	OAK	25'	15"
811	BAY	20'	15"
812	BAY	20'	15"
813	OAK	20'	15"
814	OAK	20'	12"
815	BAY	30'	20"
826	MAGNOLIA	25'	15"
838	OAK	25'	15"
840	OAK	50'	30"
841	OAK	50'	30"
842	OAK	50'	30"
844	OAK	25'	12"
845	OAK	25'	15"
846	OAK	35'	20"
847	OAK	25'	16"
848	OAK	25'	15"
849	OAK	30'	22"
850	OAK	30'	22"
852	OAK	25'	15"
853	MAGNOLIA	25'	15"
856	OAK	50'	26"
857	OAK	25'	15"
858	OAK	25'	18"
860	OAK	20'	12"
861	OAK	25'	15"
862	OAK	25'	15"
863	OAK	25'	12"
864	OAK	25'	15"
865	OAK	25'	12"
866	OAK	25'	12"
867	OAK	25'	12"
869	OAK	25'	12"
870	OAK	50'	32"
871	OAK	25'	15"
872	OAK	25'	15"
873	OAK	25'	15"
874	OAK	25'	15"
875	OAK	30'	18"
876	OAK	20'	12"
878	OAK	30'	20"
879	OAK	25'	12"
880	OAK	30'	18"
902	OAK	20'	12"
903	OAK	20'	12"
904	OAK	25'	15"
905	OAK	25'	15"
906	OAK	25'	15"
907	OAK	25'	12"
908	OAK	25'	12"
909	OAK	35'	20"
910	OAK	30'	18"
911	OAK	30'	18"
912	OAK	25'	15"
914	OAK	20'	12"
915	OAK	20'	12"



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BOUNDARY AND TOPOGRAPHIC SURVEY
7045 PINE FOREST ROAD
PENSACOLA, FLORIDA 32526

SECTION 24 TOWNSHIP 1S RANGE 31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON, TO BE CORRECT AND CONFORMS WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTAN
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 6268

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'
FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

SHEET 3 OF 4

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
943	OAK	30'	18"
944	OAK	70'	44"
945	OAK	40'	20"
946	OAK	40'	20"
947	OAK	30'	15"
948	OAK	30'	15"
949	MAGNOLIA	25'	12"~12" SPLIT
950	OAK	30'	15"
971	MAGNOLIA	35'	18"~12" SPLIT
972	MAGNOLIA	25'	12"
973	MAGNOLIA	25'	12"
974	MAGNOLIA	25'	15"
975	MAGNOLIA	35'	18"~18" SPLIT
976	OAK	35'	18"~15" SPLIT
977	OAK	35'	18"~15" SPLIT
1268	OAK	80'	60"
1269	OAK	85'	64"
1270	OAK	50'	30"
1271	OAK	50'	32"
1272	MAGNOLIA	50'	15"~20" SPLIT
1273	CYPRESS	55'	12"~20" SPLIT
1274	CYPRESS	35'	22"
1275	CYPRESS	35'	22"
1276	MAGNOLIA	25'	12"
1277	OAK	30'	18"
1278	OAK	30'	18"
1279	OAK	70'	50"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1357	OAK	50'	28"
1358	OAK	45'	32"
1359	OAK	40'	22"
1360	OAK	40'	22"
1361	OAK	45'	30"
1362	OAK	30'	18"
1363	OAK	35'	28"
1364	OAK	35'	28"
1365	OAK	35'	23"
1366	OAK	35'	22"
1367	OAK	30'	18"
1368	OAK	70'	48"
1369	OAK	60'	20"~20" SPLIT
1370	OAK	30'	18"
1371	OAK	50'	30"
1372	OAK	30'	18"
1373	OAK	30'	18"
1374	OAK	25'	12"
1375	OAK	25'	15"
1384	OAK	35'	20"
1385	OAK	35'	20"
1386	OAK	40'	26"
1387	OAK	40'	22"
1388	OAK	50'	30"
1389	OAK	50'	30"
1390	OAK	35'	16"
1391	OAK	75'	54"

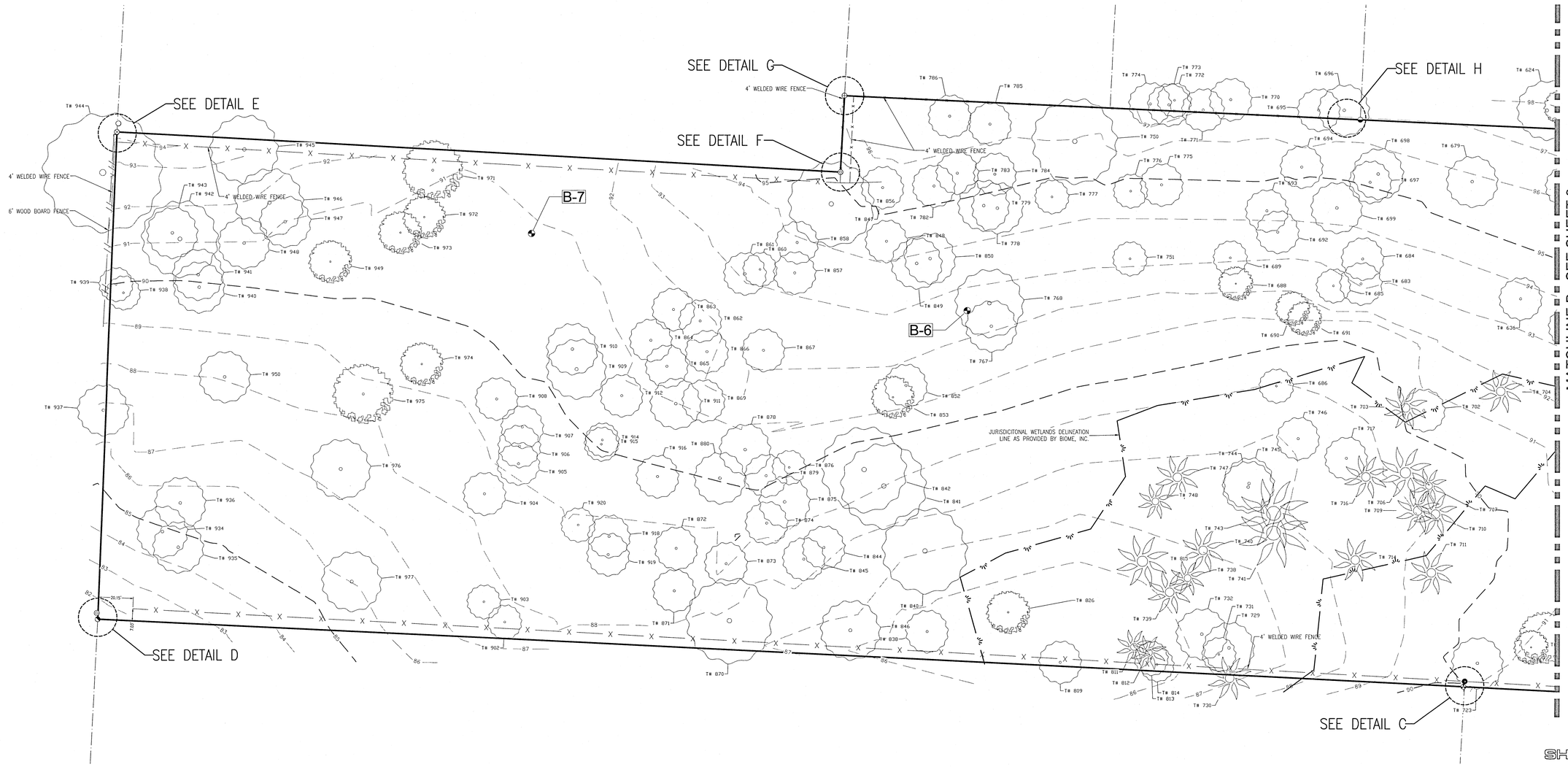
TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1392	OAK	25'	12"
1393	OAK	45'	24"
1394	OAK	40'	20"
1395	OAK	40'	22"
1396	OAK	50'	28"
1397	OAK	45'	22"
1398	OAK	55'	33"
1399	OAK	55'	30"
1400	OAK	55'	30"
1401	OAK	35'	20"
1402	OAK	35'	20"
1403	OAK	35'	22"
1404	OAK	85'	50"
1405	OAK	35'	20"
1406	OAK	35'	20"
1407	OAK	85'	68"
1408	OAK	40'	20"
1409	OAK	25'	12"
1410	OAK	55'	30"
1423	OAK	45'	28"
1425	OAK	25'	15"
1427	PECAN	60'	30"
1428	OAK	70'	52"
1429	OAK	40'	20"
1430	OAK	30'	18"
1467	PALM	20'	15"
1468	OAK	25'	15"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1469	OAK	25'	15"
1470	OAK	45'	26"
1471	OAK	35'	15"
1472	PALM	20'	15"
1474	OAK	85'	60"
1475	OAK	75'	50"
1476	OAK	35'	18"
1477	OAK	45'	22"
1478	OAK	45'	32"
1479	OAK	60'	48"
1480	OAK	45'	22"
1481	OAK	35'	18"
1482	OAK	35'	20"
1483	OAK	35'	22"
1484	OAK	55'	26"
1485	OAK	65'	34"
1486	OAK	45'	24"
1487	PALM	20'	15"
1494	OAK	25'	15"
1495	OAK	35'	20"
1496	OAK	35'	20"
1497	OAK	35'	20"
1498	OAK	55'	30"
1499	OAK	45'	24"
1500	PALM	20'	15"
1501	PALM	20'	15"
1502	PALM	20'	15"

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
1503	OAK	25'	12"

HORIZONTAL SCALE
0 15 30 60
(IN FEET)
1 INCH = 30 FT.

NORTH



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SECTION 24 TOWNSHIP-1S RANGE31W
ESCAMBIA COUNTY, FLORIDA

SURVEYORS CERTIFICATE:
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STEPHEN GARY RUTH, SURVEYOR AND MAPPER, LICENSE NO. 6268
PROFESSIONAL LAND SURVEYOR AND MAPPER

DATE

Valid only with embossed seal

Revisions	
Date	Description
11/21	Added Wetlands & Areas

Designed By: -
Drawn By: JDC
Checked By: SGR
Job No.: 078500001
Date: 11/20/2019
Scale: 1" = 30'

FIELD DATE: 11/20/19
CREW: RG/DD
CREW: -
FB RG18 PG 61-64
FB RG18 PG 67-85

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18814 **Growth Management Report 10. 6.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 11/05/2020
Issue: 5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7, Policy FLU 1.1.1, 2030 Future Land Use Map LSA-2020-02
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

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

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

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

BACKGROUND:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of 88.24 (+/-) acres from Commercial to Mixed-Use (MU-U). The current zoning designation of the referenced parcels is Heavy Commercial Light Industrial (HC/LI). The FLU amendment proposed will remove the predominantly commercial development requirement factor out and allow for a more mixed-use development allowing for residential development.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Kia M. Johnson, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

LSA-2020-02 Working Case File
Draft Ordinance
Clean Ordinance

LSA-2020-02

Board of County Commissioners • Escambia County, Florida

Horace Jones, Director
Development Services

August 11, 2020

Mr. Ray Eubanks, Plan Processing Administrator
Florida Department of Economic Opportunity
Division of Community Planning
Caldwell Building
107 East Madison, MSC 160
Tallahassee, FL32399-4120

RE: Proposed Escambia County Comprehensive Plan Map Amendment LSA-2020-02

Dear Mr. Eubanks:

On behalf of Escambia County, enclosed are three (3) copies of the proposed Escambia County Comprehensive Plan Map Amendment which are forwarded for your review. This amendment is subject to the Expedited Review process pursuant to Section 163.3184(2), (3) and (5), Florida Statues (F.S.).

The Local Planning Agency (LPA) considered the LSA on July 6, 2020 and approved this amendment for transmittal to the Board of County Commissioners (BCC), which subsequently held a transmittal public hearing for the amendment on August 6, 2020, and approved submission of this package to the Department of Economic Opportunity.

Pursuant to the new Comprehensive Plan Amendment Processing Guidelines, a copy of the proposed amendment package is being forwarded to the Department of Environmental Protection, the Florida Department of Transportation, (District Three), the Department of State, the Emerald Coast Regional Council, the Northwest Florida Water Management District, the Military Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field, the Florida Fish and Wildlife Conservation Commission, and the Florida Department of Agriculture and Consumer Services, concurrent with this submittal. This amendment is not applicable to the area of critical state concern and has not been prepared under a joint planning agreement.

Sincerely,

Horace Jones
Department Director

3363 West Park Place • Pensacola, Florida 32505
850.595.3475 or 850.595.3550 • www.myescambia.com

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Ken Lawson
EXECUTIVE DIRECTOR

August 20, 2020

Mr. Horace Jones
Department Director
Escambia County
3363 West Park Plance
Pensacola, Florida 32505

RE: LSA-2020-02 Heron's Landing

Dear Mr. Jones:

Thank you for submitting Escambia County's proposed comprehensive plan amendment submitted for our review pursuant to the Expedited State Review process. The reference number for this amendment package is 20-06ESR.

The proposed submission package will be reviewed pursuant to Section 163.3184(3), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. You will receive the Department's Comment Letter no later than September 19, 2020.

If you have any questions please contact Donna Harris, Plan Processor at (850) 717-8491 or James Stansbury, Chief, Bureau of Community Planning and Growth, whom will be overseeing the review of the amendments, at (850)718-8512.

Sincerely,

D. Ray Eubanks, Administrator
Plan Review and Processing

DRE/dh

cc: External Agencies

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
EXECUTIVE DIRECTOR

September 18, 2020

The Honorable Steven Barry
Chairman, Escambia County
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Dear Chairman Barry:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for Escambia County (Amendment No. 20-06ESR) received on August 20, 2020. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the County is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the County. **If the County receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans, Planning Analyst, by telephone at (850) 717-8484 or by email at dan.evans@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/de

Enclosure(s): Procedures for Adoption

cc: Horace Jones, Director, Escambia County Development Services
Austin Mount, Executive Director, Emerald Coast Regional Council

DocuSign Envelope ID: 2714C129-D5A6-4B66-B6D9-CF40241F86F1

Florida Department of Transportation

RON DESANTIS
GOVERNOR

District Three Planning Department
1074 Highway 90

KEVIN J. THIBAULT, P.E.
SECRETARY

September 8, 2020

Mr. Horace Jones
Department Director
Escambia County
3363 West Park Place
Pensacola, Florida 32505

RE: Proposed Escambia County Comprehensive Plan Amendment 20-06 ESR

Dear Mr. Jones:

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) has reviewed the proposed amendment 20-06 ESR to the Escambia County Comprehensive Plan.

The proposed amendment will alter +/-88.24 acres located on the west side of Dog Track Road approximately 0.25-mile south of the intersection West Highway 98/Lillian Highway and 1.5 miles north of Blue Angel Parkway. The amendment proposes a change in future land use (FLU) designation to alter the existing Commercial designation to a Mixed-Use Urban designation. Both land uses have a maximum residential density of 25 dwelling units per acre, but the Mixed-Use Urban FLU allows a non-residential floor-area-ratio (FAR) of 2.0 and the Commercial FLU only allows a FAR of 1.0, thus doubling the allowable non-residential development on the property.

FDOT is providing a technical assistance comment consistent with Section 163.3168(3), Florida Statutes. The technical assistance comment will not form the basis of a challenge. Technical assistance comments can strengthen the local government's comprehensive plan in order to foster a vibrant, healthy community or is/are technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S.:

Technical Assistance Comment #1

A traffic analysis should be provided in support of the proposed FLU amendment to evaluate the potential impacts of the increased trip generation potential on important state facilities. The change in FLU from Commercial to Mixed-Used Urban would increase the allowable FAR by 1.0. The number of trips on the road will increase due to an increase in allowable non-residential development (up to 3,850,000 SF) for the approximately 88-acre property.

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Thank you for coordinating on the review of this proposed amendment with FDOT. If you have any questions, please do not hesitate to contact me by email at Starsky.Harrell@dot.state.fl.us or (850) 330-1540.

Sincerely,

DocuSigned by:
Starsky Harrell
E3F2EA2D0F5440D...

Starsky Harrell, FDOT D3
Planning Department

cc: Jennifer Carver, FDOT Central Office, Office of Policy Planning
Ray Eubanks, DEO

From: Walsh, Kristal
To: John C. Fisher
Subject: [EXTERNAL]FW: Escambia County 20-06 ESR (Large Scale Amendment 2020-02)
Date: Thursday, September 10, 2020 3:16:25 PM
Attachments: image001.png

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Hi John, I wanted to follow up to my voice mail of about 30 minutes ago about our "no comment". The email is below and was sent out ahead of time so your email didn't get included. Escambia County requires a site-specific environmental assessment which will include a wildlife survey ahead of the Environmental Resource Permit application process and that information will give us a better idea of how to provide specific recommendations to the applicant. For this property, I think it's best to follow up with the applicant during that phase of the project. Thank you and if you have any questions, please don't hesitate to call me! Kristal

Kristal C Walsh, MS
Biological Scientist IV
Office of Conservation Planning Services
Division of Habitat and Species Conservation
Milton, Florida 32571
(850) 851-8065
Florida Fish and Wildlife Conservation Commission
MyFWC.com

From: Hight, Jason <Jason.Hight@MyFWC.com>
Sent: Thursday, September 10, 2020 1:20 PM
To: DCPexternalagencycomments@deo.myflorida.com; hljones@co.escambia.fl.us
Cc: Walsh, Kristal <Kristal.Walsh@MyFWC.com>; joerector@mullinsllc.net
Subject: Escambia County 20-06 ESR (Large Scale Amendment 2020-02)

Dear Mr. Jones:

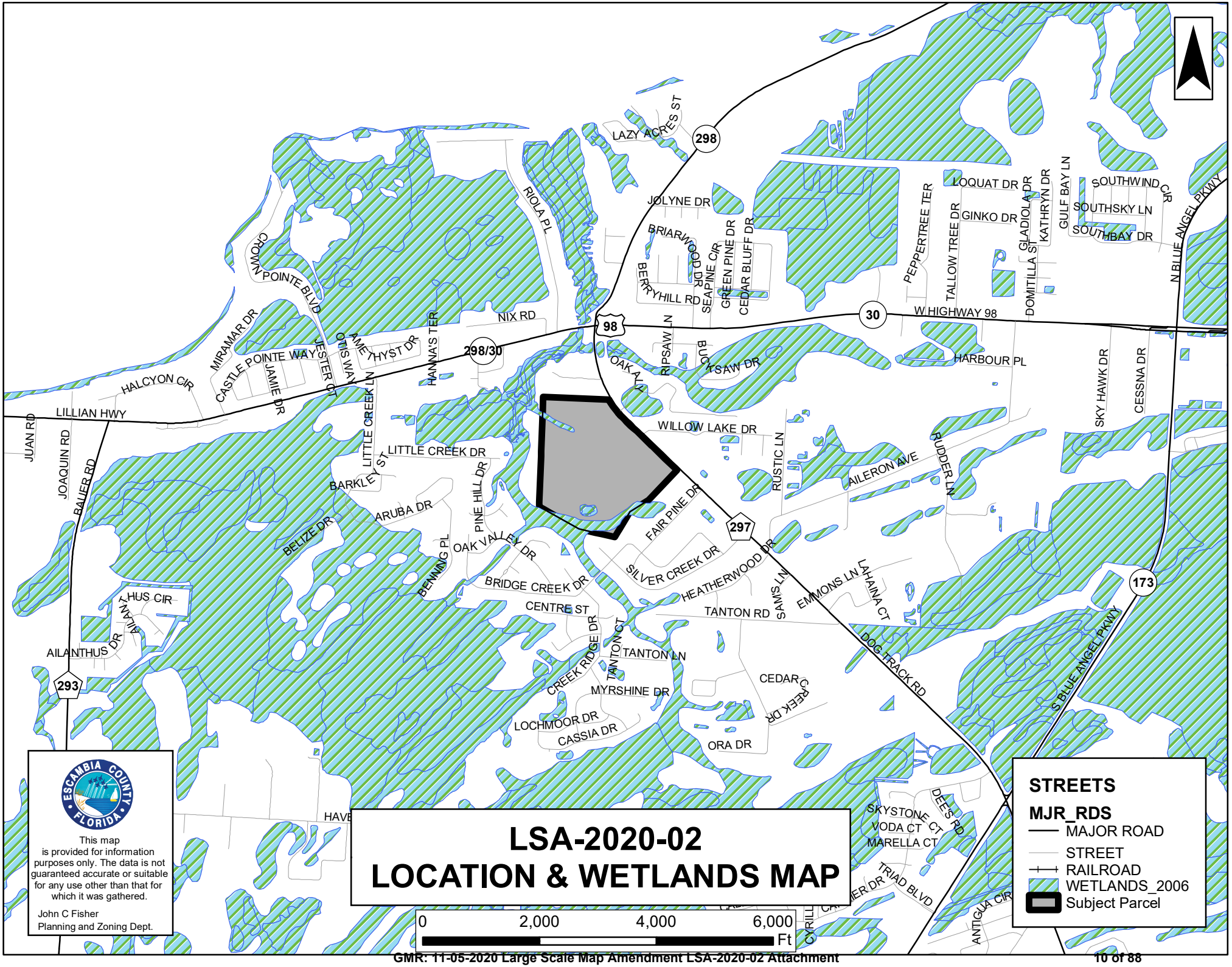
Florida Fish and Wildlife Conservation Commission (FWC) staff reviewed the above-referenced comprehensive plan amendment package in accordance with Chapter 163.3184(3), Florida Statutes. We have no comments, recommendations, or objections related to fish and wildlife or listed species and their habitat to offer on this amendment.

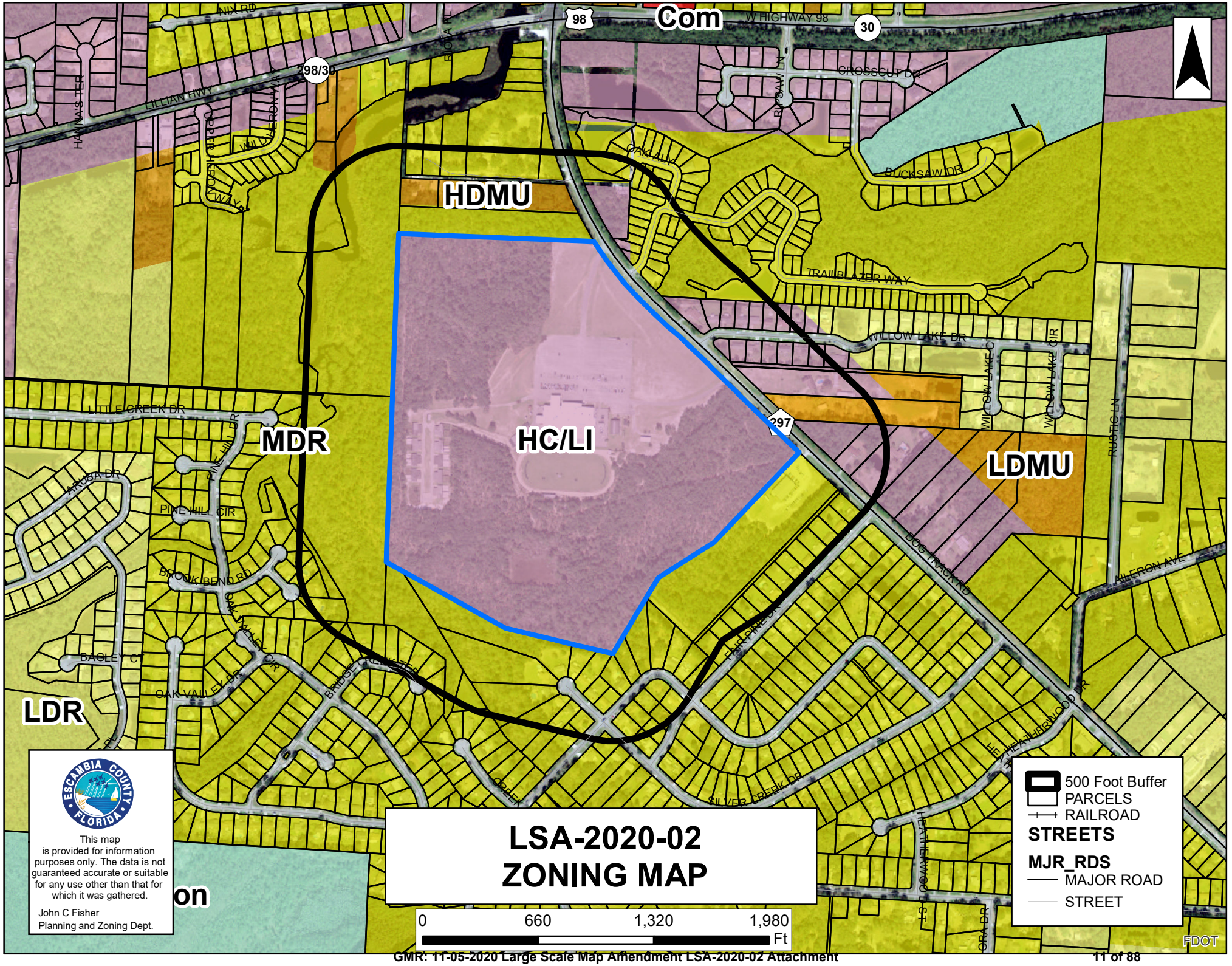
If you need any further assistance, please do not hesitate to contact our office at ConservationPlanningServices@MyFWC.com. If you have specific technical questions, please contact Kristal Walsh at (850) 851-8065 or at Kristal.Walsh@myfwc.com.

Sincerely,

Jason Hight
Land Use Planning Program Administrator
Florida Fish and Wildlife
Conservation Commission
620 S. Meridian Street, MS5B5
Tallahassee, FL 32399
850-413-6966

Escambia County 20-06ESR_42334


LSA-2020-02
LOCATION & WETLANDS MAP
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
0 2,000 4,000 6,000 Ft
STREETS
MJR_RDS
MAJOR ROAD
STREET
RAILROAD
WETLANDS_2006
Subject Parcel
LAZY ACRES ST
298
JOLYNE DR
BRIARWOOD DR
BERRYHILL RD
SEAPINE CIR
GREEN PINE DR
CEDAR BLUFF DR
RIOLA PL
LOQUAT DR
GINKO DR
PEPPERTREE TER
TALLOW TREE DR
GLADIOLA DR
DOMITILLA ST
KATHRYN DR
GULF BAY LN
SOUTHWIND CIR
SOUTHSKY LN
SOUTHBAY DR
N BLUE ANGEL PKWY
30
W HIGHWAY 98
98
NIX RD
298/30
CROWN POINTE BLVD
MIRAMAR DR
CASTLE POINTE WAY
JAMIE DR
VESTER CT
OTIS WAY
AMETHYST DR
HANNA'S TER
HALCYON CIR
LILLIAN HWY
JUAN RD
JOAQUIN RD
BAUER RD
LITTLE CREEK LN
LITTLE CREEK DR
BARKLEY ST
ARUBA DR
BELIZE DR
PINE HILL DR
OAK VALLEY DR
BENNING PL
OAK ALY
RIPSAW LN
BUCKSAW DR
HARBOUR PL
SKY HAWK DR
CESSNA DR
WILLOW LAKE DR
RUSTIC LN
AILERON AVE
RUDDER LN
FAIR PINE DR
297
SILVER CREEK DR
HEATHERWOOD DR
SAMS LN
EMMONS LN
LAHAINA CT
173
BRIDGE CREEK DR
CENTRE ST
TANTON RD
TANTON CT
TANTON LN
CREEK RIDGE DR
MYRSHINE DR
LOCHMOOR DR
CASSIA DR
ORA DR
CEDAR CREEK DR
DOG TRACK RD
S BLUE ANGEL PKWY
AILANTHUS CIR
AILANTHUS DR
293
SKYSTONE CT
VODA CT
MARELLA CT
DEE'S RD
TRIAD BLVD
ANTIGUA CIR



LSA-2020-02
ZONING MAP

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

John C Fisher
Planning and Zoning Dept.

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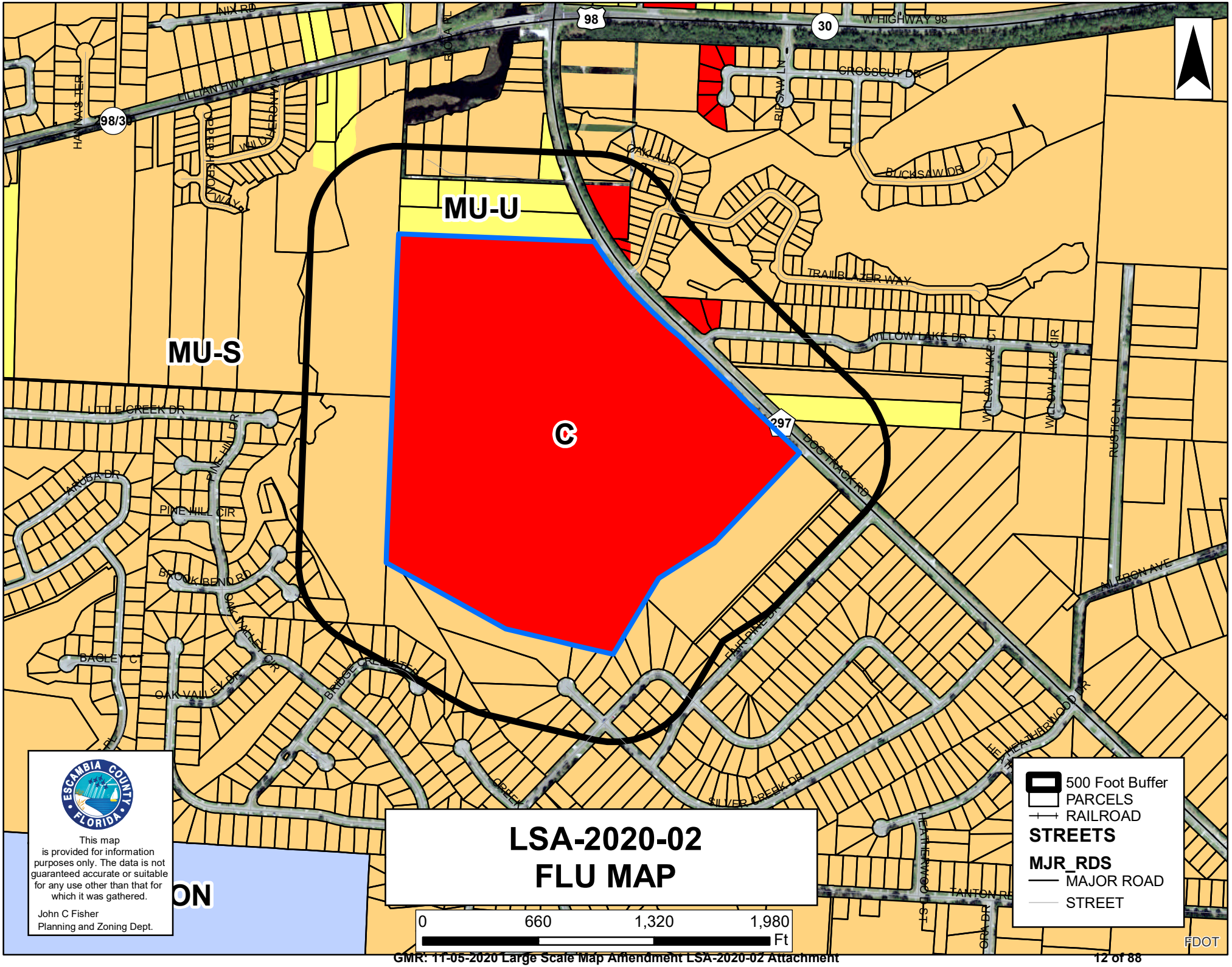
500 Foot Buffer
PARCELS
RAILROAD
STREETS
MJR_RDS
MAJOR ROAD
STREET



LSA-2020-02
FLU MAP
MU-U
MU-S
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98/30
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BUCKSAW DR
TRAILBLAZER WAY
WILLOW LAKE DR
WILLOW LAKE CT
WILLOW LAKE CIR
RUSTIC LN
DOG TRACK RD
LITTLE CREEK DR
PINE HILL DR
PINE HILL CIR
ARUBA DR
BROOK BEND RD
OAK VALLEY CIR
OAK VALLEY DR
BAGLEY CT
BRIDGE CREEK TER
FAIR PINE DR
SILVER CREEK DR
HEATHERWOOD DR
TANTON RD
ORA DR
AILERON AVE
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500 Foot Buffer
PARCELS
RAILROAD
STREETS
MJR_RDS
MAJOR ROAD
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Ft
FDOT
ESCAMBIA COUNTY FLORIDA
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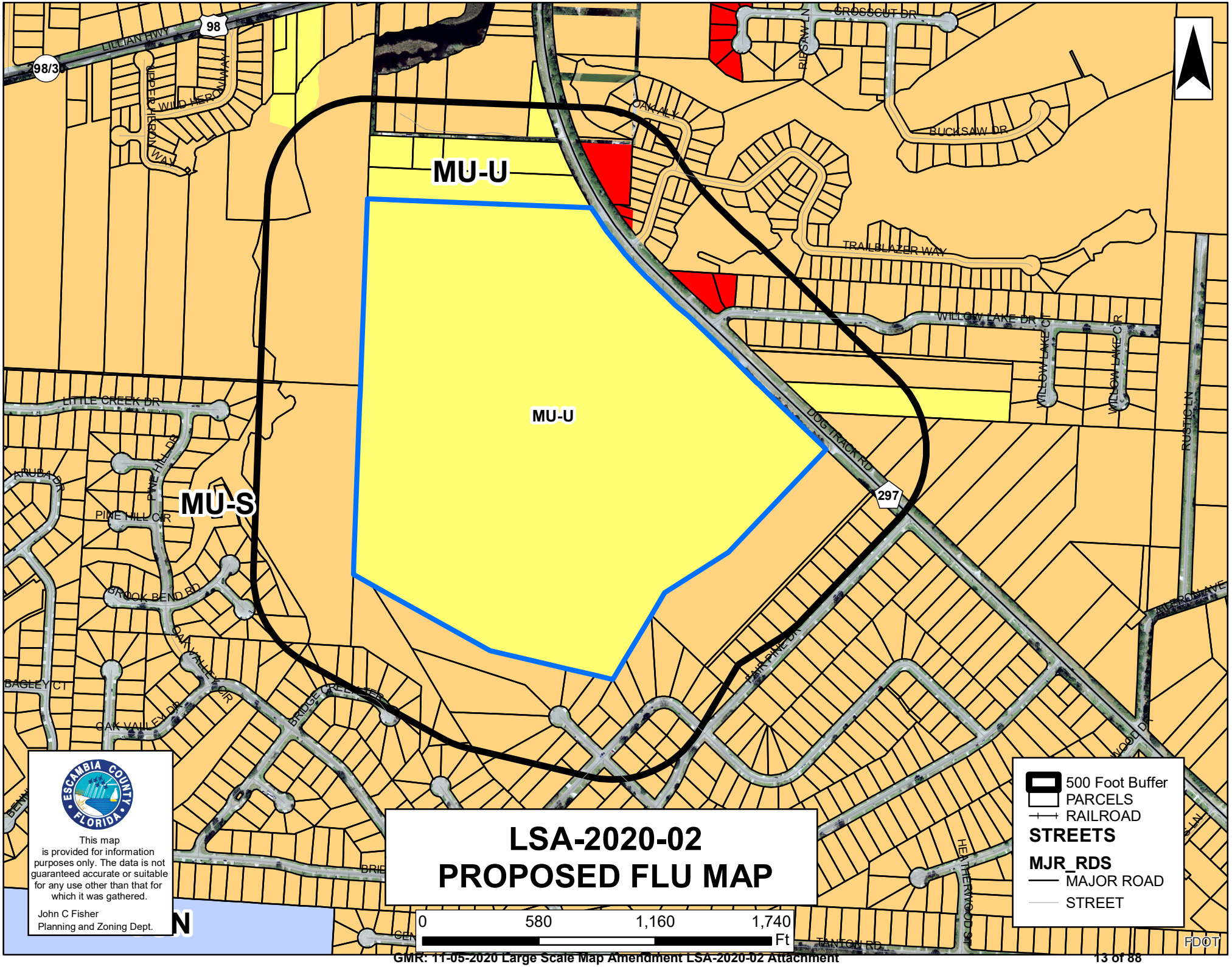
John C Fisher
Planning and Zoning Dept.



LSA-2020-02
PROPOSED FLU MAP
MU-U
MU-U
MU-S
LILLIAN HWY
98
298/30
UPPER HERON WAY
WILD HERON WAY
CROSSCUT DR
RIPSAW LN
OAK ALY
BUCKSAW DR
TRAILBLAZER WAY
WILLOW LAKE DR
WILLOW LAKE CT
WILLOW LAKE CIR
RUSTIC LN
DOG TRACK RD
297
LITTLE CREEK DR
ARUBA DR
PINE HILL DR
PINE HILL CIR
BROOK BEND RD
OAK VALLEY CIR
OAK VALLEY DR
BAGLEY CT
BRIDGE CREEK TER
FAIR PINE DR
HEATHERWOOD ST
TANTON RD
ALDERON AVE
WOOD DR
FDOT
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580
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1,740
Ft
500 Foot Buffer
PARCELS
RAILROAD
STREETS
MJR_RDS
MAJOR ROAD
STREET
ESCAMBIA COUNTY FLORIDA
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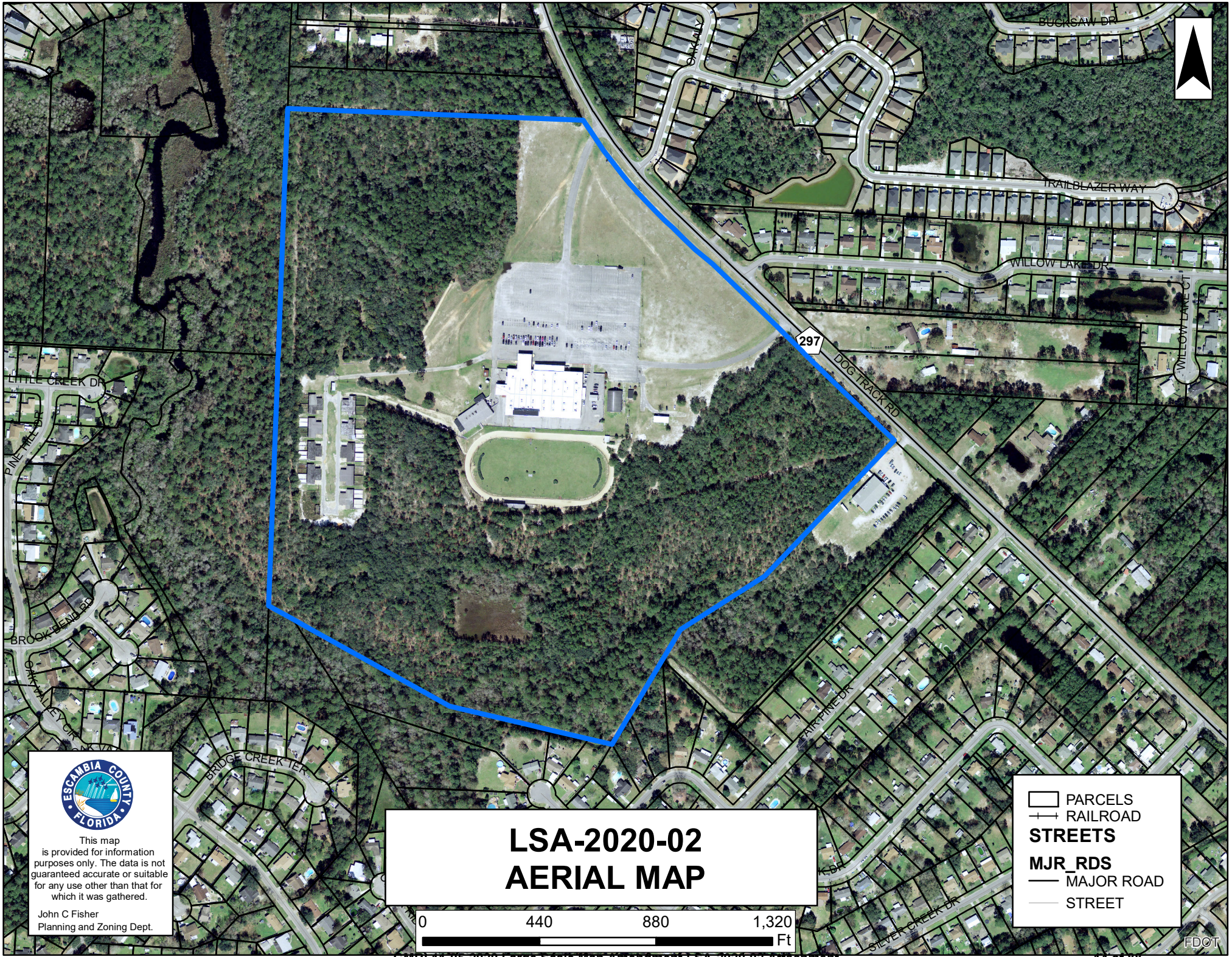
John C Fisher
Planning and Zoning Dept.


BUCKSAW DR
OAKALLY
TRAILBLAZER WAY
WILLOW LAKE DR
WILLOW LAKE CT
297
DOG TRACK RD
LITTLE CREEK DR
PINE HILL DR
BROOK BEND RD
OAKVALLEY CIR
BRIDGE CREEK TER
FAIR PINE DR
SILVER CREEK DR
ESCAMBIA COUNTY FLORIDA
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John C Fisher
Planning and Zoning Dept.
LSA-2020-02
AERIAL MAP
0
440
880
1,320
Ft
PARCELS
RAILROAD
STREETS
MJR_RDS
MAJOR ROAD
STREET
FDOT



PUBLIC HEARING SIGN LOOKING SOUTH ALONG DOG TRACK ROAD



PUBLIC HEARING SIGN LOOKING NORTH ALONG DOG TRACK ROAD



LOOKING WEST AT THE SUBJECT PROPERTY



LOOKING EAST ACROSS DOG TRACK ROAD

MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
41 N. Jefferson Street, Suite 106, Pensacola, FL 32502

May 20, 2020

Escambia County Planning and Zoning
3393 W Park Place
Pensacola, FL 32502

RE: Heron's Landing Master Plan
Transmittal Letter for Large Scale Map Amendment

Attached for your review and use are the following items required for pre-application submittal.

1. Transmittal letter
2. Project Narrative
3. email with all documents

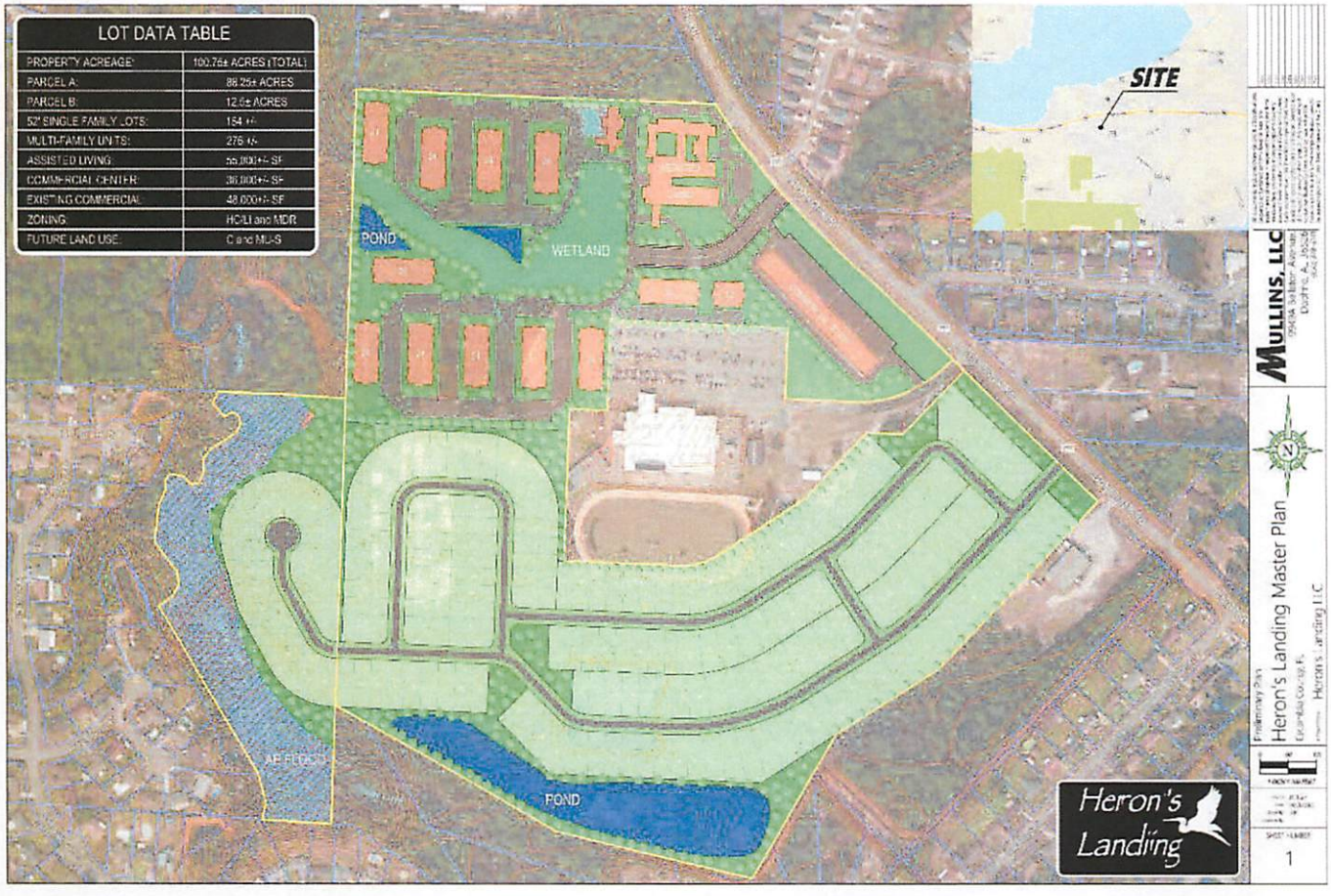
Please advise is you require any further information. Thank you.

Sincerely,

Joe A. Rector, Jr.
Regional Vice-President
Mullins LLC

Future Land Use Amendment

Heron's Landing Master Plan



Prepared

May 2020

MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE

TABLE OF CONTENTS

HERON'S LANDING FUTURE LAND USE AMENDMENT

Large Scale Amendment Application

Project Summary Letter

BACKGROUND OF PROPERTY

Figure 1 – Subject Property

Figure 2 – Current Future Land Use

Figure 3 – Proposed Future Land Use

Figure 4 – Current Zoning

Figure 5 – Property Appraiser Data

Figure 6 – Parcel Deed

Figure 7 – Parcel Boundary Survey

Figure 8 – National Wetlands Inventory

Figure 9 – FEMA Flood Data

EVALUATION

Figure 10 – Data and Analysis

Figure 11 – Consistency with Comprehensive Plan

CONCLUSION

Conclusion

Supplement

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST

1. X **Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).**

2. X **Letter of request, including reason(s) for map amendment and desired future land use category**

3. X **Completed Application which includes** (Notarized Affidavit of Ownership and Authorization, Notarized Affidavit of Ownership and Limited Power of Attorney if agent will act in owner's behalf, and Concurrency Determination Acknowledgement.)

4. X **Proof of Ownership (Copy of Warranty Deed or Tax Notice) Also need copy of Contract for Sale if the change of ownership has not yet been recorded.**

5. X **Street Map depicting general property location**

6. X **Legal Description of exact property area proposed for a future land use map amendment, including:**
   - X **Street Address**
   - X **Property Reference Number(s)**
   - X **Boundary Survey**
   - X **Total acreage requested for amendment**

7. X **Land Use Map Amendment Application fee**

8. X **Complete Data and Analysis (See applicable page herein)**

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT X
Current FLU: C **Desired FLU:** MU-U **Zoning:** HC/LI **Taken by:** _____
Planning Board Public Hearing, date(s): 07/07/2020

BCC Public Hearing, proposed date(s): _____

Fees Paid _____ **Receipt #** _____ **Date:** _____

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: PENSACOLA GREYHOUND RACING LLP

Address:
951 DOG TRACK RD

City: PENSACOLA State: FL Zip Code:
32506-8236

Telephone: ( ) _____

Email: jim@panhandlegulf.com

DESCRIPTION OF PROPERTY:

Street address: 951 DOG TRACK RD

Subdivision:

N/A

Property reference number: Section 25 Township 2S Range 31 E

Parcel 1303 Lot 000 Block 000

Size of Property (acres) 88.2448

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

(Owner) Pensacola Greyhound Racing LLP
(Agent) PCI Gaming Authority managing Partner

Signature (Property Owner) by Brent Pinkston VP/COO PCI Gaming Authority — Printed Name: Brent Pinkston — Date: 5/21/2020

Signature (Agent's Name (or owner if representing oneself)) — Printed Name: Joe A. Rector, Jr. - VP Mullins LLC — Date: 05/15/20

Address: 951 DOG TRACK RD

City: PENSACOLA State: FL Zip: 32506-8236

Telephone ( ) 850 - 502.7160 Fax # ( ) _____ - _____

Email: joe.rector@mullinsllc.net

STATE OF Alabama
COUNTY OF Escambia

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 21 day of May 2020, produced current _____ as identification.

Joseph McGhee 5-21-20 Joseph McGhee

Signature of Notary Public Date Printed Name of Notary

My Commission Expires ~~My Commission Expires:~~ November 7, 2023 Commission No. _____

(Notary seal must be affixed)

STATE OF ALABAMA NOTARY PUBLIC
JOSEPH MCGHEE
My Commission Expires
June 17, 2020

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 951 DOG TRACK RD, Pensacola, Florida, Property Reference Number(s) 25-2S-31-1303-000-000, I hereby designate Mullins LLC, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this _____ day of _____, the year of 2020 , and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

(Owner) Pensacola Greyhound Racing LLA
(Agent) PCI Gaming Authority Managing Partner

✓ Brent Pinkston by Brent Pinkston, VP/COO PCI Gaming Authority 5/21/2020 Brent Pinkston
Signature of Property Owner Date Printed Name of Property Owner

05/15/2020 Joe A. Rector, Jr. - VP Mullins LLC
Signature of Agent Date Printed Name of Agent

STATE OF Alabama COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of May, 2020, produced current _____ as identification.

✓ Joseph McGhee 5-21-20 Joseph McGhee
Signature of Notary Public Date Printed Name of Notary Public

Commission Number _____ My Commission Expires ~~My Commission~~ Expires: November 7, 2023

(Notary seal must be affixed)
JOSEPH MCGHEE
NOTARY PUBLIC ALABAMA
My Commission Expires
June 17, 2020

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: Heron's Landing

Property reference #: Section 25 Township 2 S Range 31 E

Parcel # 25-2S-31-1303-000-000

Project Address: 951 DOG TRACK RD

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 21 DAY OF May , 2020

(Owner) Pensacola Greyhound Racing LLP
(Agent) PCI Gaming Authority managing Partner
by Brent Pinkston VP/COO PCI Gaming Authority

Owner's signature **Owner's name (print)**

Joe A. Rector, Jr. - VP Mullins LLC

Agent's signature **Agent's name (print)**

DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.

    A. Sanitary Sewer

    B. Solid Waste Disposal

    C. Potable Water

    D. Stormwater Management

    E. Traffic

    F. Recreation and Open Space

    G. Schools

    The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:

    A. Wellheads (indicate distance and location to nearest wellhead)

    B. Historically significant sites (available from Florida Master Site File, Division of Historical Resources; email sitefile@dos.state.fl.us) Request form attached.

    C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)

3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

Florida Master Site File

Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

To request a search for previously recorded cultural resources, fill in the **Township** (circle North or South), **Range** (circle East or West), & **Section** number(s) of your project area.

Please include a photocopy of the appropriate USGS quad map with your project area clearly marked.

Township: 2 S (North **or** South) *Range*: 31 E (East **or** West)

Sections (include all affected): 25

County (include all affected): Escambia **USGS Quad** (if known): _____

Township: _____ (North **or** South) *Range*: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known): _____

Township: _____ (North **or** South) *Range*: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known): _____

Township: _____ (North **or** South) *Range*: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known): _____

Return To:
Name: Joe A. Rector, Jr.
Organization: Mullins LLC
Phone: 850.502.7160 Fax: _____
Address: 41 N Jefferson Street, Suite 106
Pensacola, FL 32502
Email: joe.rector@mullinsllc.net

Agency/Permit/Project requiring search: YES

Florida Master Site File

Division of Historical Resources / R.A. Gray Building
500 South Bronough St., Tallahassee, Florida 32399-0250
Phone 850.245.6440 / Fax 850.245.6439 / Email sitefile@dos.state.fl.us

Office Use Only –H:\DEV SRVCS\FOR-000 Forms\Application Packet Forms-2016\Large & Small Scale Admendment\FLU Application New Fees 6_05_17.docx
(Note: print from Adobe (.pdf) version)

MULLINS, LLC
41 North Jefferson Street, Suite 106
Pensacola, FL 32502

May 15, 2020

RE: Letter of Request – Former Dog Track Site FLU Change

To Whom It May Concern:

We respectively request the property described herein be granted the change of Future Land Use to **MU-U** as depicted on the following page. The parcel previously held a Future Land use for C or Commercial, and was used as the location of the Pensacola Greyhound Park.

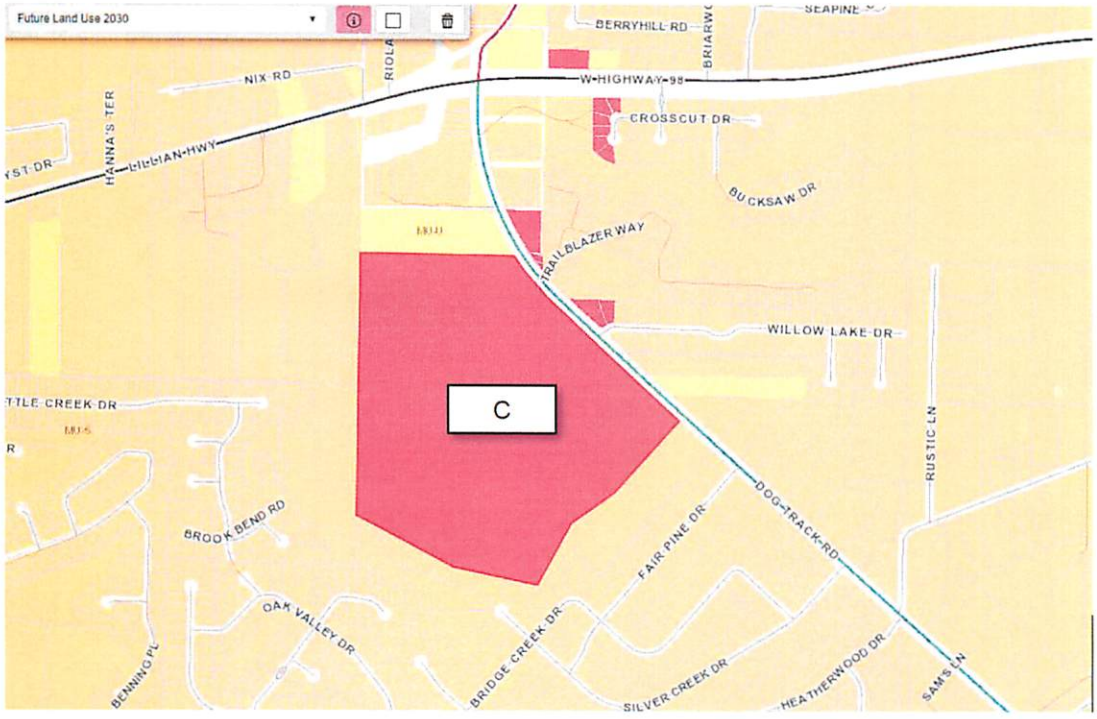
In light of the citizen's of Florida voting to cease greyhound racing throughout the state, and following current development trends in the area, the subject 88+/- acres property would be more appropriately used as a mixed used development consisting of a blend of multi-family residential, single family residential and commercial uses. With its proximity to Navy Federal Credit Union Campus on Nine Mile Road and Naval Air Station Pensacola, the development trends on the west side of Escambia County continue to show high demand for housing.

Thank you for consideration of our application and we trust you will find sufficient documentation supporting our request.

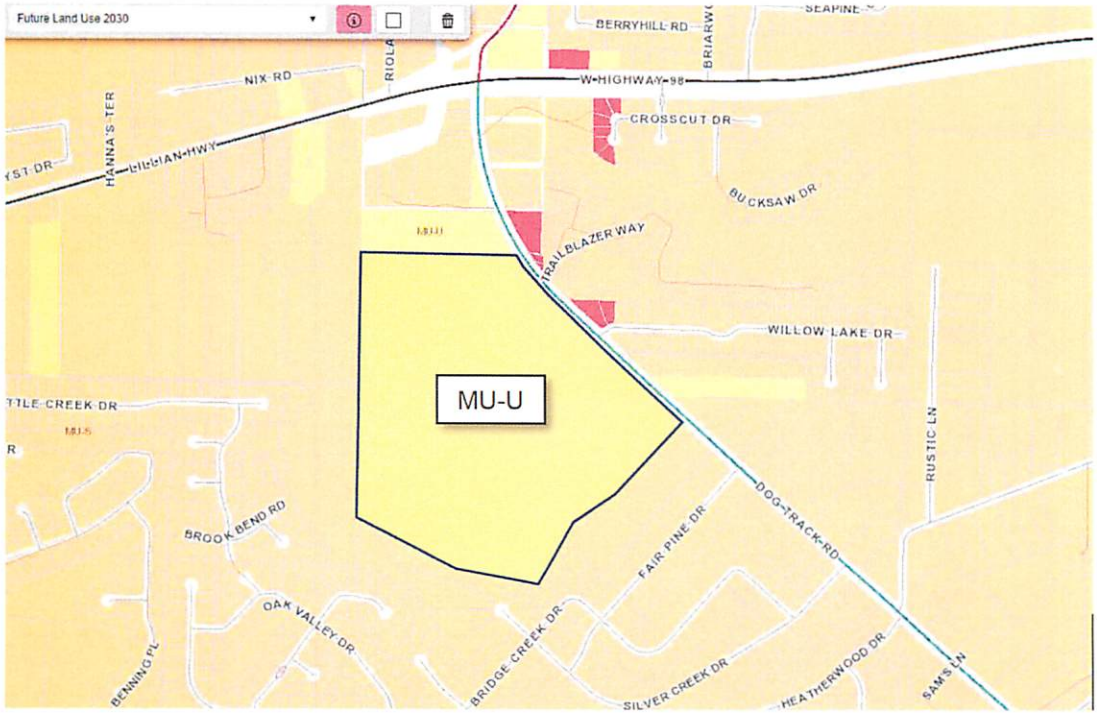
Sincerely,

Joe A. Rector, Jr.
Regional Vice President
Mullins LLC

Current Future Land Use



Requested Future Land Use



Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	252S311303000000
Account:	094588000
Owners:	PENSACOLA GREYHOUND RACING LLP
Mail:	951 DOG TRACK RD PENSACOLA, FL 32506-8236
Situs:	951 DOG TRACK RD 32506
Use Code:	RACE TRACK
Taxing Authority:	COUNTY MSTU

Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$342,755	$1,574,870	$1,917,625	$1,917,625
2018	$342,755	$1,737,581	$2,080,336	$2,080,336
2017	$342,755	$1,658,628	$2,001,383	$2,001,383

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/01/2010	6607	994	$1,720,000	WD	View Instr
12/1987	2328	142	$5,000,000	ED	View Instr
01/1987	2355	609	$100	QC	View Instr
08/1984	1986	550	$100	WD	View Instr
01/1910	1155	822	$1,753,900	WD	View Instr

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

2019 Certified Roll Exemptions

None

Legal Description

THAT POR OF SEC 25 DAF BEG AT SE COR OF N 1/2 OF NW 1/4 OF SE 1/4 OF SEC N 42 DEG 22 MIN E 977 6/10 FT TO PT IN SWLY...

Extra Features

ASPHALT PAVEMENT
BLOCK/BRICK BUILDING
CANOPY
CHAINLINK FENCE
FRAME BUILDING
LIGHTS
METAL BUILDING
MODULAR OFFICE/BLDG

Parcel Information

Launch Interactive Map

Section Map Id: 25-2S-31-2

Approx. Acreage: 88.2448

Zoned: HC/LI

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Heron's Landing

MULLINS, LLC

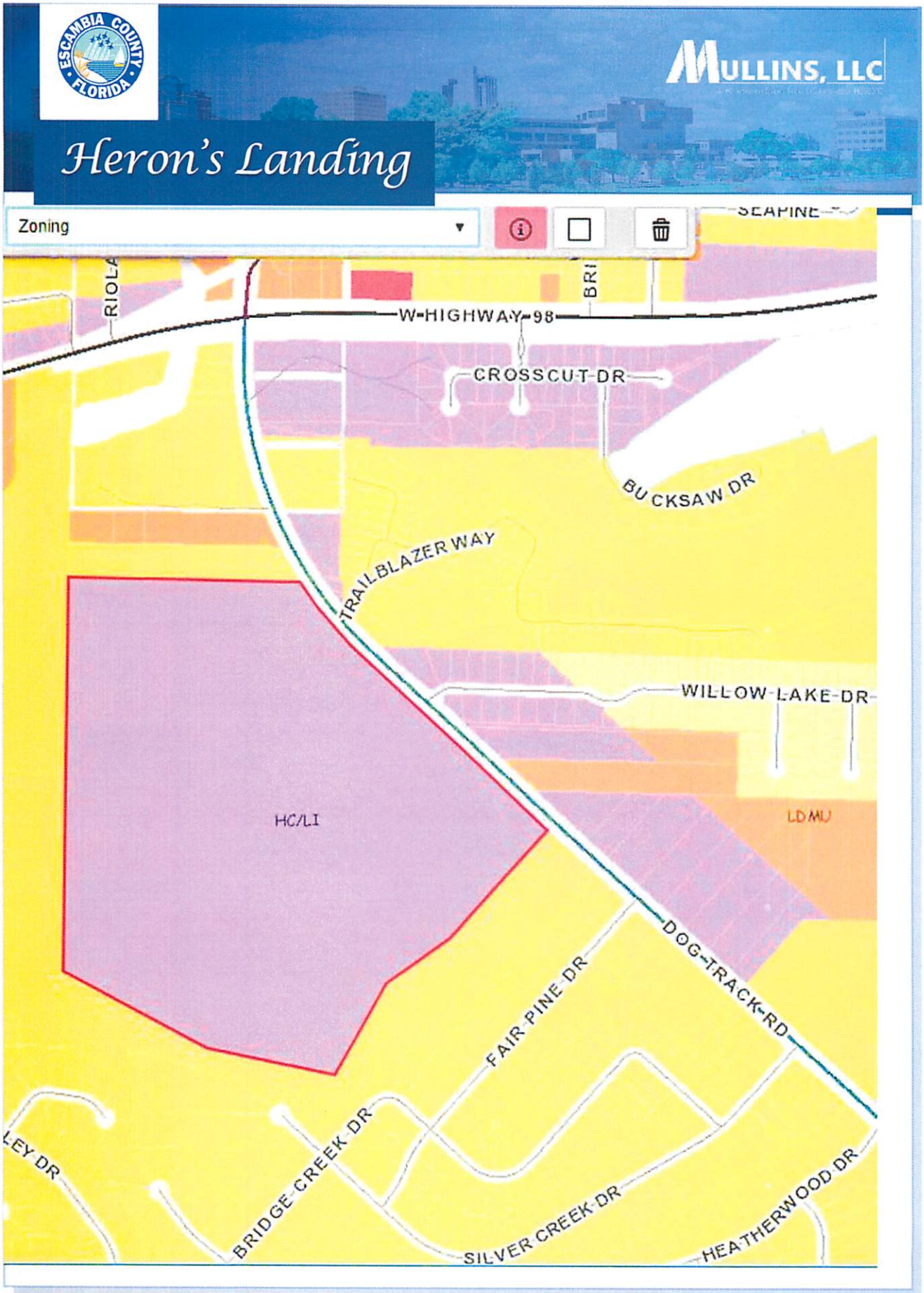


41 North Jefferson Street, Suite 106 ~ Pensacola, FL 32502

Heron's Landing



41 North Jefferson Street, Suite 106 ~ Pensacola, FL 32502


ESCAMBIA COUNTY FLORIDA
MULLINS, LLC
Heron's Landing
Zoning
W HIGHWAY 98
CROSSCUT DR
BUCKSAW DR
TRAILBLAZER WAY
WILLOW LAKE DR
HC/LI
LDMU
DOG TRACK RD
FAIR PINE DR
BRIDGE CREEK DR
SILVER CREEK DR
HEATHERWOOD DR
41 North Jefferson Street, Suite 106 ~ Pensacola, FL 32502

Sec. 3-2.11 - Heavy commercial and light industrial district (HC/LI).

(a) *Purpose.* The heavy commercial and light industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by the applicable FLU and their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

(b) *Permitted uses.* Permitted uses within the HC/LI district are limited to the following:

(1) *Residential.* Any residential uses outside of the industrial (I) future land use category, but if within the commercial (C) future land use category (and not the principal single-family dwelling on an existing lot of record), only as part of a predominantly commercial development; and excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) *Retail sales.* Retail sales including medical marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, manufactured (mobile) homes.

(3) *Retail services.*

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine services.

See also conditional uses in this district.

(4) *Public and civic.*

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for governmental agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.

(5) *Recreation and entertainment.*

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) *Industrial and related.* The following industrial and related uses, except within MU-S:

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA.

See also conditional uses in this district.

(7) *Agricultural and related.*

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) *Other uses.* Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities, not allowed within MU-S.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial, not allowed within MU-S.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

(c) *Conditional uses.* Through the conditional use process prescribed in chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district:

(1) *Residential.* Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.

(2) *Retail services.* Restaurants not among the permitted uses of the district.

(3) *Public and civic.* Cinerators.

(4) *Recreation and entertainment.*

a. Motorsports facilities on lots 20 acres or larger.

b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

c. Shooting ranges, outdoor.

(5) *Industrial and related.* The following industrial and related uses, except within MU-S:

a. Asphalt and concrete batch plants if within the industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.

b. Borrow pits and reclamation activities 20 acres minimum (subject to local permit and development review requirements per Escambia County Code of Ordinances, part I, chapter 42, article VIII, and land use regulations in part III, the land development code, chapter 4).

* Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.

c. Salvage yards not otherwise requiring approval as solid waste processing facilities.

d. Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in chapter 2:

1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.

3. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.

4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage.

(6) *Agricultural and related.* Kennels or animal shelters not interior to veterinary clinics.

(7) *Other uses.*

a. Structures of permitted uses exceeding the district structure height limit.

b. Heliports.

(d) *Site and building requirements.* The following site and building requirements apply to uses within the HC/LI district:

(1) *Density.* A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.

(2) *Floor area ratio.* A maximum floor area ratio of 1.0 within the mixed-use suburban (MU-S), commercial (C) and industrial (I) future land use categories, and 2.0 within mixed-use urban (MU-U).

(3) *Structure height.* A maximum structure height of 150 feet above highest adjacent grade, except that for any parcel previously zoned GBD and within the MU-S future land use category the mean roof height (average of roof eave and peak heights) of a building shall not exceed 45 feet above average finished grade.

(4) *Lot area.* No minimum lot area unless prescribed by use.

(5) *Lot width.* No minimum lot width required by zoning

(6) *Lot coverage.* Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of non-residential uses.

(7) *Structure setbacks.* For all principal structures, minimum setbacks are:

a. *Front and rear.* Fifteen feet in both front and rear.

b. *Sides.* On each side of a single-family detached dwelling, ten feet or ten percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For all other structures, including any group of attached townhouses, ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional ten feet in height.

(8) *Other requirements.*

a. *Access.* For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

b. *Parcels within MU-S previously zoned GBD.* For any parcel previously zoned GBD and within the MU-S future land use category, additional requirements apply as mandated by the GBD performance standards and the site and building requirements in effect as of April 15, 2015, prior to the adoption of the current Land Development Code to ensure compatibility.

c. *Chapters 4 and 5.* Refer to chapters 4 and 5 for additional development regulations and standards.

(e) *Location criteria.* All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:

(1) *Parcels along Hwy 29 or SR 95A.* Parcels previously zoned GBD and within the MU-S future land use category which are located along and directly fronting U.S. Highway 29 or State Road 95A.

(2) *Proximity to intersection.* Along an arterial street and within one-quarter mile of its intersection with an arterial street.

(3) *Site design.* Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

a. Not abutting a RR, LDR or MDR zoning district.

b. Any intrusion into a recorded residential subdivision is limited to a corner lot.

c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

(4) *Documented compatibility.* A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the community redevelopment agency (CRA).

(f) *Rezoning to HC/LI.*

(1) *Generally.* Heavy commercial and light industrial zoning may be established by rezoning only within the mixed-use urban (MU-U), commercial (C), or industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.

(2) *HC/LI-NA designation.* Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microbreweries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015; Ord. No. 2015-24, § 1, 7-7-2015; Ord. No. 2015-56, § 5, 12-10-2015; Ord. No. 2016-2, § 3, 1-7-2016; Ord. No. 2016-42, § 1, 12-8-2016; Ord. No. 2017-5, § 2(Exh. B), 1-5-2017; Ord. No. 2017-65, § 2, 11-30-2017; Ord. No. 2018-25, § 1, 6-21-2018; Ord. No. 2018-30, § 2, 8-2-2018; Ord. No. 2019-2, § 2(Exh. B), 1-10-2019; Ord. No. 2019-18, § 3, 4-4-2019)

Recorded in Public Records 06/28/2010 at 03:42 PM OR Book 6607 Page 994, Instrument #2010041425, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00 Deed Stamps $12040.00

SPECIAL WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that **Pensacola Greyhound Track, Inc.**, a Florida corporation, with a mailing address at 951 Dog Track Road, Pensacola, Florida 32506-8236 ("Grantor"), for and in consideration of Ten and No/100ths Dollars ($10.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by **Pensacola Greyhound Racing, LLP**, a Florida registered limited liability partnership with a mailing address at 951 Dog Track Road, Pensacola, Florida 32506-8236 ("Grantee"), upon and subject to those matters set forth on Exhibit B, which is attached hereto and adopted and incorporated herein as if fully set out, does hereby grant, sell, and convey unto Grantee, that certain real property (the "Property") situated in Escambia County, Florida, as is more particularly described on Exhibit A, which is attached hereto and adopted and incorporated herein as if fully set out.

TO HAVE AND TO HOLD the premises together with all of the rights, hereditary property, ways, and appurtenances belonging or at all appertaining to the premises, to the Grantee above named, Grantee's heirs, successors, and assigns forever. Grantor covenants that the premises are free from all encumbrances made by Grantor, and Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Property to the Grantee above named and Grantee's heirs, successors, and assigns, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but not otherwise, and any such warranties of title shall be subject to those matters set forth on Exhibit B, which is attached hereto and adopted and incorporated herein as if fully set out.

[Signature Page Follows]

[Special Warranty Deed Signature Page]

IN WITNESS WHEREOF, Grantor has caused its name to be duly executed to this deed on March 1, 2010.

PENSACOLA GREYHOUND TRACK, INC.

By: H. Joseph Morrison
Name: H. Joseph Morrison
As Its: President

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

Name: Andrew Freeman

Name: Jason Walker

STATE OF Alabama
COUNTY OF Mobile

I, the undersigned Notary Public in and for said County in said State, hereby certify that H. Joseph Morrison, as President of Pensacola Greyhound Track, Inc., and whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily and with authority as President of Pensacola Greyhound Track, Inc. on behalf of Pensacola Greyhound Track, Inc. on the day the same bears date.

Given under my hand and seal on March 1, 2010.

Ruth Ann Crumbley
Notary Public

[AFFIX NOTARIAL SEAL]

Commission Expires: 6/12/2012

INSTRUMENT PREPARED BY:
April M. Dodd
ADAMS AND REESE LLP
P.O. Box 1348
Mobile, Alabama 36633-1348
(251) 433-3234

Attachments:
Exhibit A - Legal Description
Exhibit B – Exceptions, Reservations, etc

Exhibit A
Escambia County, Florida

Legal Description

PARCEL 1

THAT PORTION OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 42°22' EAST A DISTANCE OF 977.6 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE PLEASANT GROVE HIGHWAY; THENCE NORTH 47°40' WEST ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 767.65 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE NORTH 45°38' WEST ALONG A CHORD DISTANCE OF 129.28 FEET TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 00°04' WEST ALONG SAID EAST LINE A DISTANCE OF 298.18 FEET TO A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 88°33' WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 1009.15 FEET TO A POINT BEING A DISTANCE OF 305.6 FEET FROM A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 00°05' EAST PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 25 A DISTANCE OF 1626.6 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, SAID POINT BEING A DISTANCE OF 305.6 FEET FROM THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 88°32'30" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 1009.11 FEET TO THE POINT OF BEGINNING; LESS 100 FOOT RIGHT OF WAY PLEASANT GROVE HIGHWAY CROSSING NEAR THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25.

PARCEL 2

THAT PORTION OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SAID SECTION 25; THENCE NORTH 42°22' EAST A DISTANCE OF 977.6 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE PLEASANT GROVE HIGHWAY; THENCE SOUTH 47°40' EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 429.35 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 42°22' WEST A DISTANCE OF 748.8 FEET; THENCE SOUTH 56°23' WEST A DISTANCE OF 366.28 FEET; THENCE SOUTH 29°29' WEST A DISTANCE OF 481.3 FEET; THENCE NORTH 78°13' WEST A DISTANCE OF 614.83 FEET; THENCE NORTH 60°52.5' WEST A DISTANCE OF 736.6 FEET TO A POINT IN THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 00°04' WEST ALONG THE SAID WEST LINE A DISTANCE OF 288.77 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 00°05" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 25 A DISTANCE OF 1626.5 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE

NORTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 88°33' EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 305.6 FEET; THENCE SOUTH 00°05' EAST PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF SECTION 25 A DISTANCE OF 1626.6 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, SAID POINT BEING A DISTANCE OF 305.6 FEET FROM THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 88°32.5' EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 1009.11 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE WEST 30 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID NORTH 1/2; THENCE NORTH 00°05' WEST ALONG THE WEST LINE OF SAID NORTH 1/2 A DISTANCE OF 600.00 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 88°32'30" EAST, 305.6 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 00°05' EAST, 600.00 FEET TO A CONCRETE MONUMENT IN THE SOUTH LINE OF SAID NORTH 1/2; THENCE NORTH 88°32'30" WEST ALONG SAID SOUTH LINE, 305.6 FEET TO THE POINT OF BEGINNING.

Exhibit B
Escambia County, Florida

Subject to the Following Matters:

All recording references herein are to the records appearing in the Office of the Judge of Probate of Escambia County, Florida, unless otherwise indicated.

1. All liens for taxes, assessments and other governmental charges, including rollback taxes, not yet due and payable.

2. Oil, gas, and other minerals lying on, in, under or upon the Property, previously reserved by others, and any mineral leases or other documents concerning the oil, gas, and other mineral estate.

3. All rights, easements, and servitudes incident to and a part of the mineral estate underlying the Property and all oil, gas, saltwater or disposal wellsites and related agreements.

4. All public and private recorded rights of way, public roads, utility easements, utility rights of way, and pipeline rights of way now in existence in, on, under, over and across the surface of the Property.

5. Any matter affecting the Property that would be disclosed by an accurate and complete land survey of the Property.

6. Recorded easements and rights-of-way for existing roads (public or private), railroads, and public utility lines running through, over or across the Property.

7. That certain mortgage from Pensacola Greyhound Track, Inc., to the Poarch Band of Creek Indians, PCI Gaming Authority, filed of record 5/19/2009 in OR Book 6461, Page 335, in the original principal amount of $3,450,000.00, and the terms and conditions thereof.

8. UCC-1 (Financing Statement) from Pensacola Greyhound Track, Inc., a Florida Corporation, to the Poarch Band of Creek Indians, PCI Gaming Authority, recorded 5/19/2009 in OR Book 6461, Page 348.

9. Easement granted to Gulf Power Company by instrument recorded in OR Book 880, Page 62.

10. Easement granted to Escambia County Utilities Authority by instrument recorded in OR Book 2820, Page 504.

11. Easement granted to Southern Bell Telephone and Telegraph Company by instrument recorded in OR Book 3101, Page 944.

12. All matters recorded in the Official Records of Escambia County, Florida.

Escambia County, FL - Address Search

951 DOG TRACK RD

Warning: This is not a survey
This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

- **Administrative Report**

Parcel Site Address:	951 DOG TRACK RD
Parcel Ref (link to Property Appraiser):	25-2S-31-1303-000-000
Tax Collector ID (link to Tax Collector):	094588000
Commission District:	1
Jurisdiction:	Unincorporated Escambia County
Subdivision:	None
Zip Code of Site Address:	32506 (Note: Must be verified with USPS)
Water Franchise:	EMERALD COAST UTILITIES AUTHORITY
Elementary School Zone:	Blue Angels (Note: Must be verified with the ECSD)
Middle School Zone:	Bailey (Note: Must be verified with the ECSD)
High School Zone:	Escambia (Note: Must be verified with the ECSD)
Voting Precinct:	73
Polling Place:	Jim C. Bailey Middle School (Note: Must be verified with the ECSOE)
	4

Mosquito Spray Area::

- **Emergency Management Report**

Hurricane Evacuation Zone:	D,E
Special Flood Hazard Area:	AE,X
DFIRM Panel:	12033C0345G,12033C0365G
Base Flood Elevation:	Not Available
Wind Zone:	140
Fire District:	PLEASANT GROVE - 14

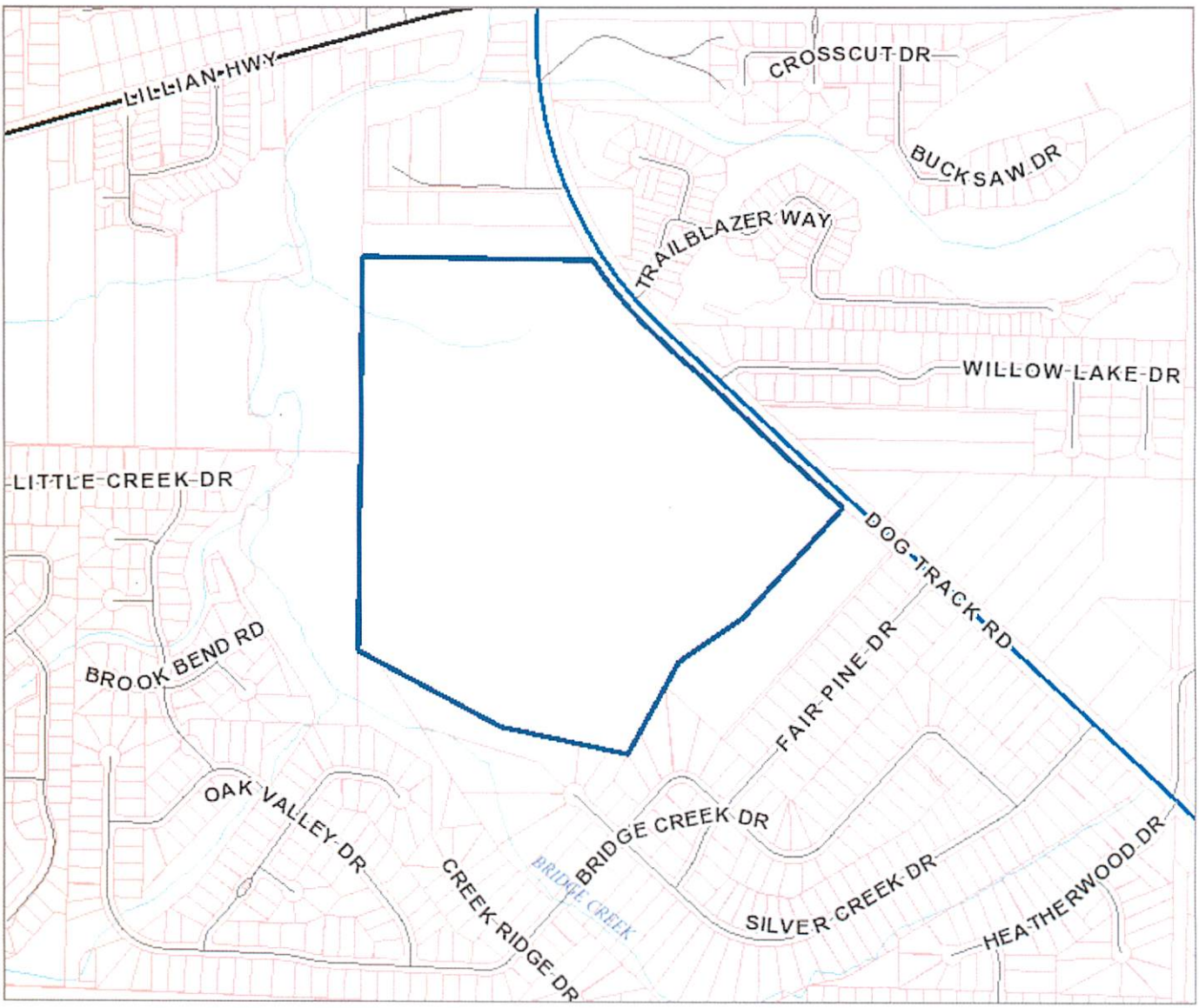
- **Topographical Report**

Wetlands Attribute (not an official wetland determination):	PFO1C,PUBHx,PEM1C,PFO4A
Soils Map Unit Name:	DOROVAN AND MUCKALEE SOILS, FREQUENTLY FLOODED,HURRICANE SAND, 0 TO 3 PERCENT SLOPES,FOXWORTH SAND, 0 TO 3 PERCENT SLOPES,ARENTS, FILLED, 0 TO 3 PERCENT SLOPES,FOXWORTH SAND, 0 TO 3 PERCENT SLOPES
Drainage Basin:	BRIDGE CREEK HERON BAYOU
Drainage Basin Number:	XII

Land Use Report	
Zoning:	HC/LI
Future Land Use 2030:	C
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No
Airfield Influence Planning District:	No
CRA District and Overlay District:	No
Accident Potential Zone Description:	No
Accident Potential Zone Restriction:	No
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	No
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No

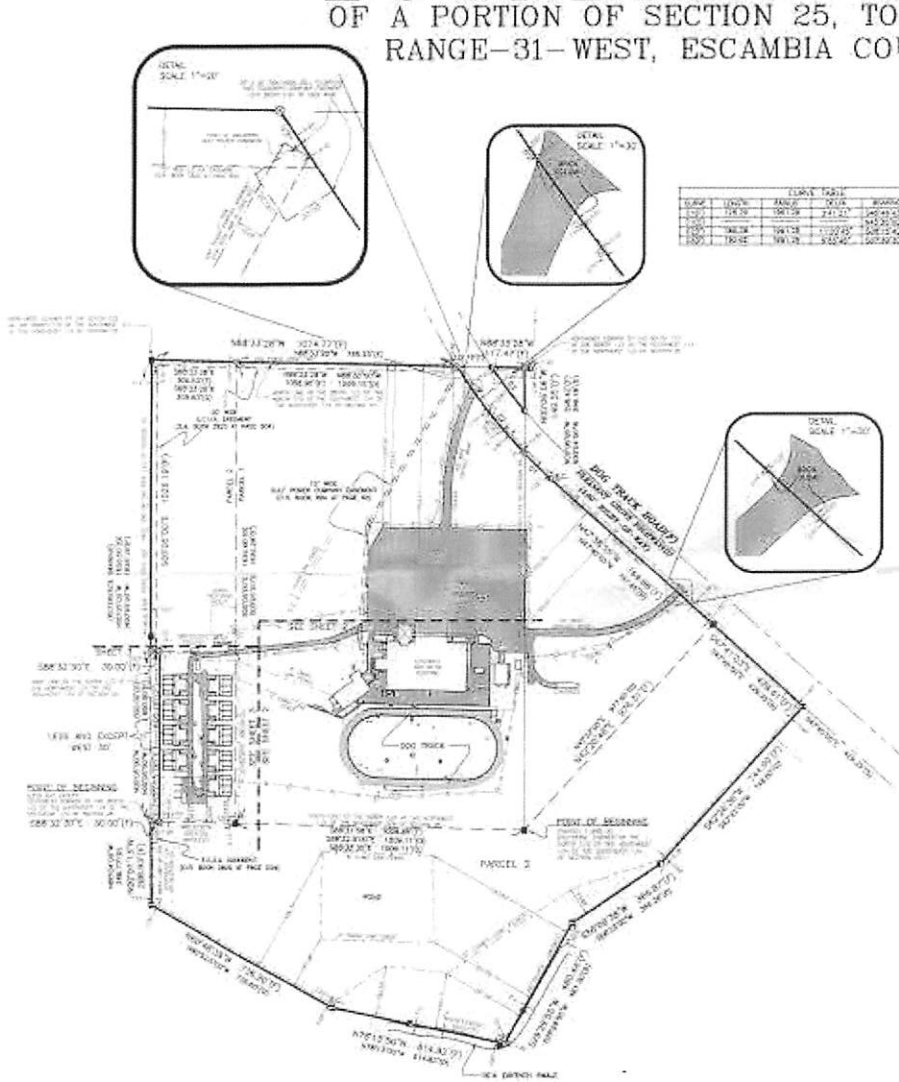
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No

- **Parcel Map Image**



BOUNDARY SURVEY

OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.



GRAPHIC SCALE

1 IN = 200 FT

N

W E

S

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	124.39	1961.08	3°37'51"	N87°49'43"E	124.37
C2				N83°30'47"E	
C3	180.28	1961.08	5°15'59"	S85°12'42"E	180.21
C4				S87°50'42"E	
C5	190.66	1961.08	5°34'07"	N87°54'32"E	190.58

DESCRIPTION AS SURVEYED:

PARCEL 1:

THAT PORTION OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 42°22' EAST A DISTANCE OF 877.6 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE PLEASANT GROVE HIGHWAY; THENCE NORTH 47°47' WEST ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 197.05 FEET TO A POINT OF CURVATURE; SAID CURVE TO THE RIGHT; THENCE NORTH 49°08' WEST ALONG A CHORD DISTANCE OF 126.28 FEET TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 00°04' WEST ALONG SAID EAST LINE A DISTANCE OF 284.16 FEET TO A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 88°33'28" WEST ALONG THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 1326.27 FEET TO A POINT BEING A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTH 00°03' EAST PARALLEL TO THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 2224.8 FEET FROM THE NORTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTH 89°57'07" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 A DISTANCE OF 1326.11 FEET TO THE POINT OF BEGINNING. ALSO, YOU COME RIGHT OF WAY (ESCAMBIA RURAL ROADWAY CROSSING NEAR THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25.

PARCEL 2:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 42°22' EAST A DISTANCE OF 877.6 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE PLEASANT GROVE HIGHWAY; THENCE SOUTH 47°47' EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 409.25 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 42°22' WEST A DISTANCE OF 1748.8 FEET; THENCE SOUTH 88°33'28" EAST PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25, THENCE NORTH 00°03' WEST A DISTANCE OF 660.5 FEET; THENCE NORTH 88°33' WEST A DISTANCE OF 1326.3 FEET; THENCE NORTH 00°03' WEST A DISTANCE OF 1326.3 FEET TO A POINT IN THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE NORTH 88°34' WEST ALONG THE SAID NORTH LINE A DISTANCE OF 286.77 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE NORTH 00°03' WEST ALONG THE EAST LINE OF THE EAST 1/2 OF SAID SECTION 25 A DISTANCE OF 1438.2 FEET TO A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 88°33' EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 A DISTANCE OF 1326.11 FEET TO A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE NORTH 00°03' WEST ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 1326.8 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; SAID POINT BEING A DISTANCE OF 330.0 FEET FROM THE NORTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 88°35'25" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 1320.11 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE WEST 66 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID NORTH 1/2; THENCE NORTH 00°03' WEST ALONG THE WEST LINE OF SAID NORTH 1/2 A DISTANCE OF 660.05 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 88°33'28" EAST, 330.4 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 00°03' EAST, 660.05 FEET TO A CONCRETE MONUMENT IN THE SOUTH LINE OF SAID NORTH 1/2; THENCE NORTH 88°33'28" WEST ALONG SAID SOUTH LINE, 330.4 FEET TO THE POINT OF BEGINNING.

EASEMENT NOTES:

1.) AN EASEMENT IN FAVOR OF GULF POWER COMPANY, AS RECORDED IN OFFICIAL RECORDS BOOK 1961, PAGE 921, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AFFECTS THE SUBJECT PROPERTY AND IS DEPICTED HEREON.

2.) AN EASEMENT IN FAVOR OF [illegible] AS RECORDED IN OFFICIAL RECORDS BOOK 2824 AT PAGE 904 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AFFECTS THE SUBJECT PROPERTY AND IS DEPICTED HEREON.

3.) AN EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, AS RECORDED IN OFFICIAL RECORDS BOOK 2151 AT PAGE 844 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AFFECTS THE SUBJECT PROPERTY AND IS DEPICTED HEREON.

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 88°33'28" WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA, AS PER THE DESCRIPTION AS FURNISHED.

2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED, DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.

3. A TITLE COMMITMENT WAS PROVIDED TO MERRILL PARKER SHAW, INC. FROM FIRST AMERICAN TITLE INSURANCE COMPANY, AGENT FILE NUMBER 09-5740, DATED DATE 8, 2009, FOR THE SUBJECT PROPERTY. THERE MAY BE UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.

4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.

5. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

6. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.

7. FEDERAL AND STATE COPYRIGHT ACTS PROHIBIT THIS MAP FROM BEING ALTERED OR, THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTIONS. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON. ELIMINATION OF ANY PERSON'S THEIR RIGHTS CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.

8. ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDER GROUND ENCROACHMENTS AND IMPROVEMENTS OF ANY KIND NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.

9. THE DESCRIPTION AS FURNISHED OR MADE, DID DOES NOT MATHEMATICALLY CLOSE BY 1.00 FEET.

10. THE DESCRIPTION AS FURNISHED OR MADE, DID DOES NOT MATHEMATICALLY CLOSE BY 2.00 FEET.

LEGEND:

⊕	= 1/2" CAPPED IRON ROD, NUMBERED 7174 (PLACED)
●	= 1/2" CAPPED IRON ROD, NUMBERED 7174 (FOUND)
⊙	= 1/2" CAPPED IRON ROD, NUMBERED 4175 (FOUND)
○	= 1/2" REBAR ROD, UNNUMBERED (FOUND)
⊗	= 4"X4" CONCRETE MONUMENT, WITH IRON PIPE (FOUND)
⊗	= 4"X4" CONCRETE MONUMENT, UNNUMBERED (FOUND)
⊗	= 4"X4" CONCRETE MONUMENT, NUMBERED 3878 (FOUND)
⊗	= 4"X4" CONCRETE MONUMENT, NUMBERED 7361 (FOUND)
⊗	= REBAR (SET 4"X4")
⊗	= POINT OF CURVATURE
⊗	= POINT OF TANGENCY
⊗	= FOUND INTERSECTION
⊗	= SET INTERSECTION
⊗	= OFFICIAL RECORDS
⊗	= ESCAMBIA COUNTY ESCAMBIA COUNTY UTILITY AUTHORITY
⊗	= WATER METER
⊗	= WATER MANHOLE
⊗	= DRAIN LINE TRACK
⊗	= WIRE FENCE
⊗	= OVERHEAD ELECTRIC LINE
⊗	= POWER POLE
⊗	= FIRE HYDRANT
⊗	= LIGHT POLE

DIRECTED TO:

PORCH BANK OF CREEK ACRES, PO DAVIS AUTHORITY
CLARK PARTENTIAL HART (LARRY) BOND AND STOCKHOUSE
FIRST AMERICAN TITLE INSURANCE COMPANY

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17.051 AND 5J-17.052, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3002 CERTIFICATE NUMBER 7174
STATE OF FLORIDA

MERRILL PARKER SHAW, INC.
PROFESSIONAL ENGINEERING & SURVEYING SERVICES
4928 N. DAVIS HWY. PENSACOLA, FLORIDA 32503
PHONE (850) 438-9661 FAX (850) 438-9662
FLORIDA CERTIFICATION NUMBER 7174

SCALE: 1" = 200' | DRAWN: KES | CHECKED: EWP | DATE: 03/09/10
FIELD DATE: 2/22/10 - 3/4/10 | FIELD BOOKS: 182, 183, PAGES 1-5, 1-3

NO. | DATE | APPR. | REVISIONS

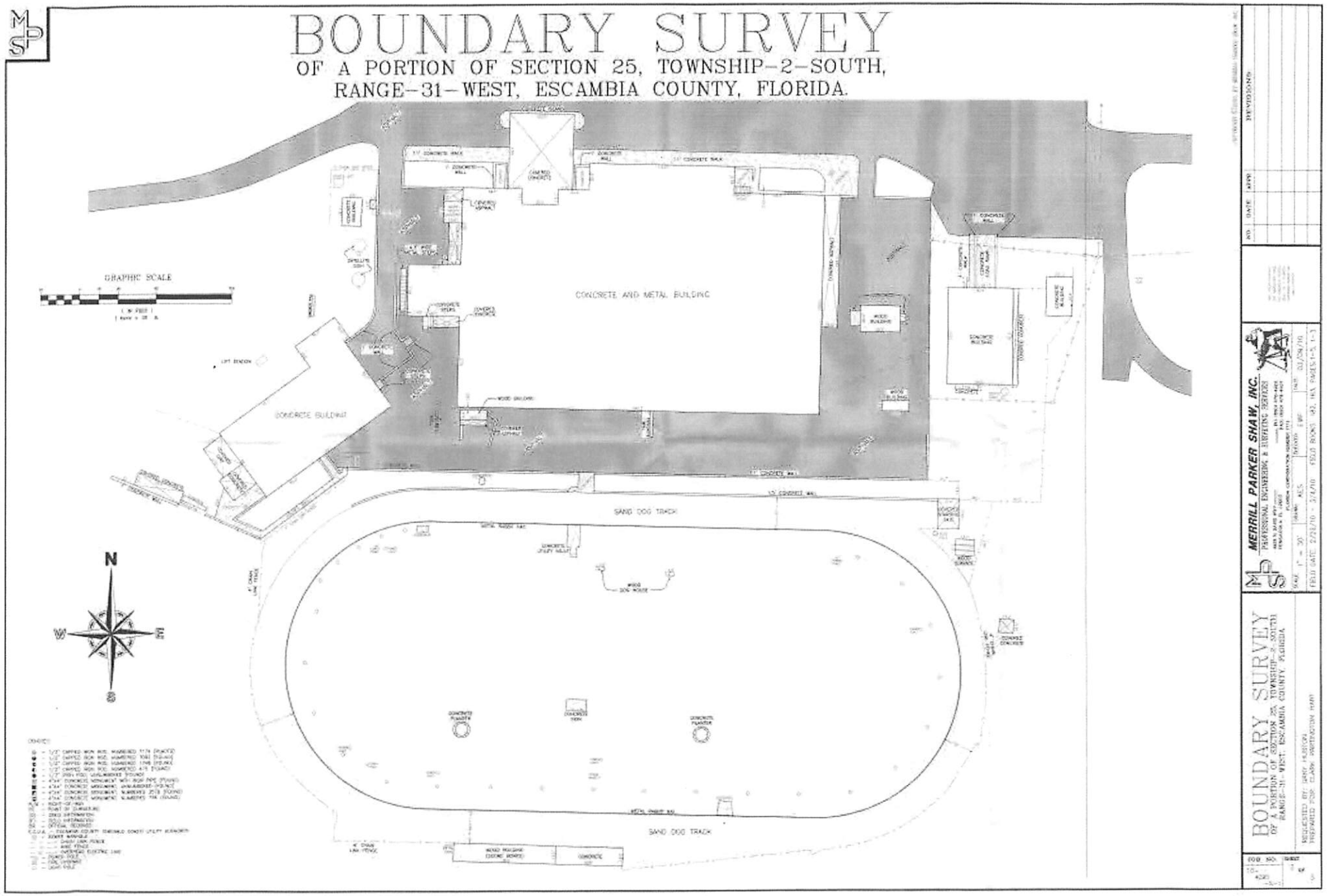
BOUNDARY SURVEY
OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH
RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA

REQUESTED BY: GARY HERTON
PREPARED FOR: CLARK PARTNERS HART

JOB NO. 4395 | SHEET 1 OF 1

BOUNDARY SURVEY

OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH,
RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.

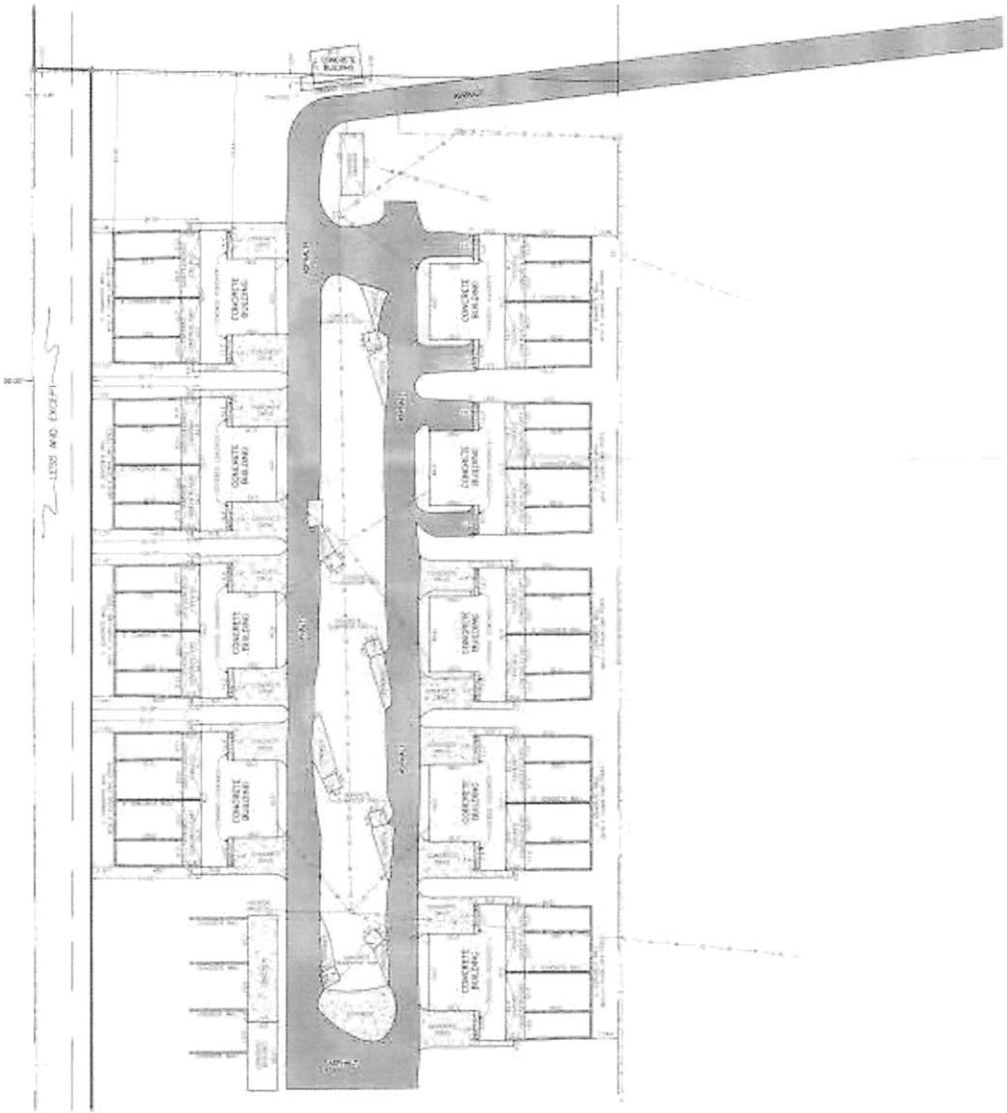


MERRILL PARKER SHAW, INC.
PROFESSIONAL ENGINEERING & SURVEYING SERVICES

BOUNDARY SURVEY
OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH
RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA

BOUNDARY SURVEY

OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH,
RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.



GRAPHIC SCALE

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MERRILL PARKER SHAW, INC.
PROFESSIONAL ENGINEERING & SURVEYING SERVICES

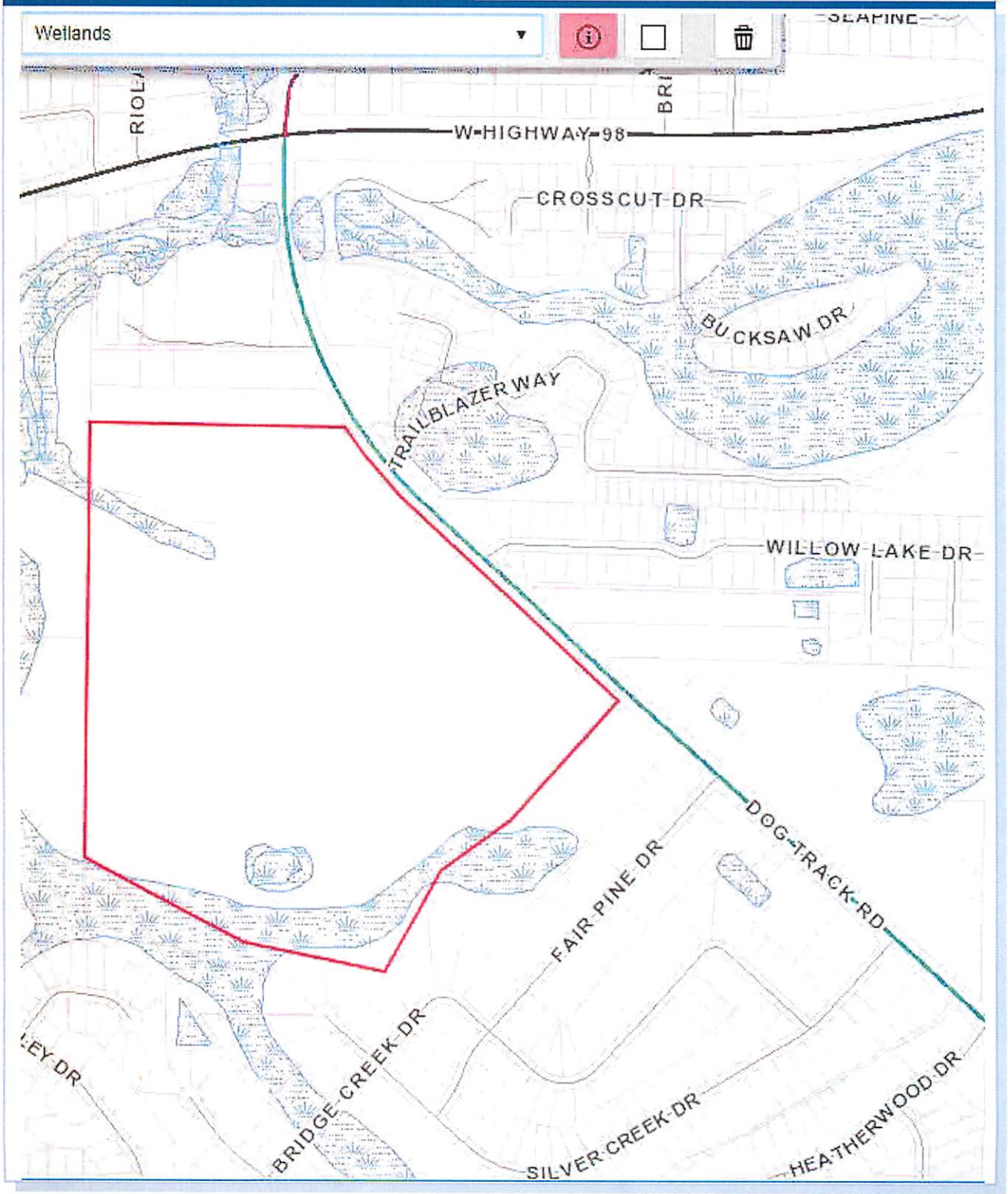
BOUNDARY SURVEY
OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH,
RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: GARY HUSTON
PREPARED FOR: CLARK FARMINGTON HART

FIELD DATE: 2/22/10 - 3/1/10 FIELD BOOKS: 182, 183, PAGES 1-5, 1-1

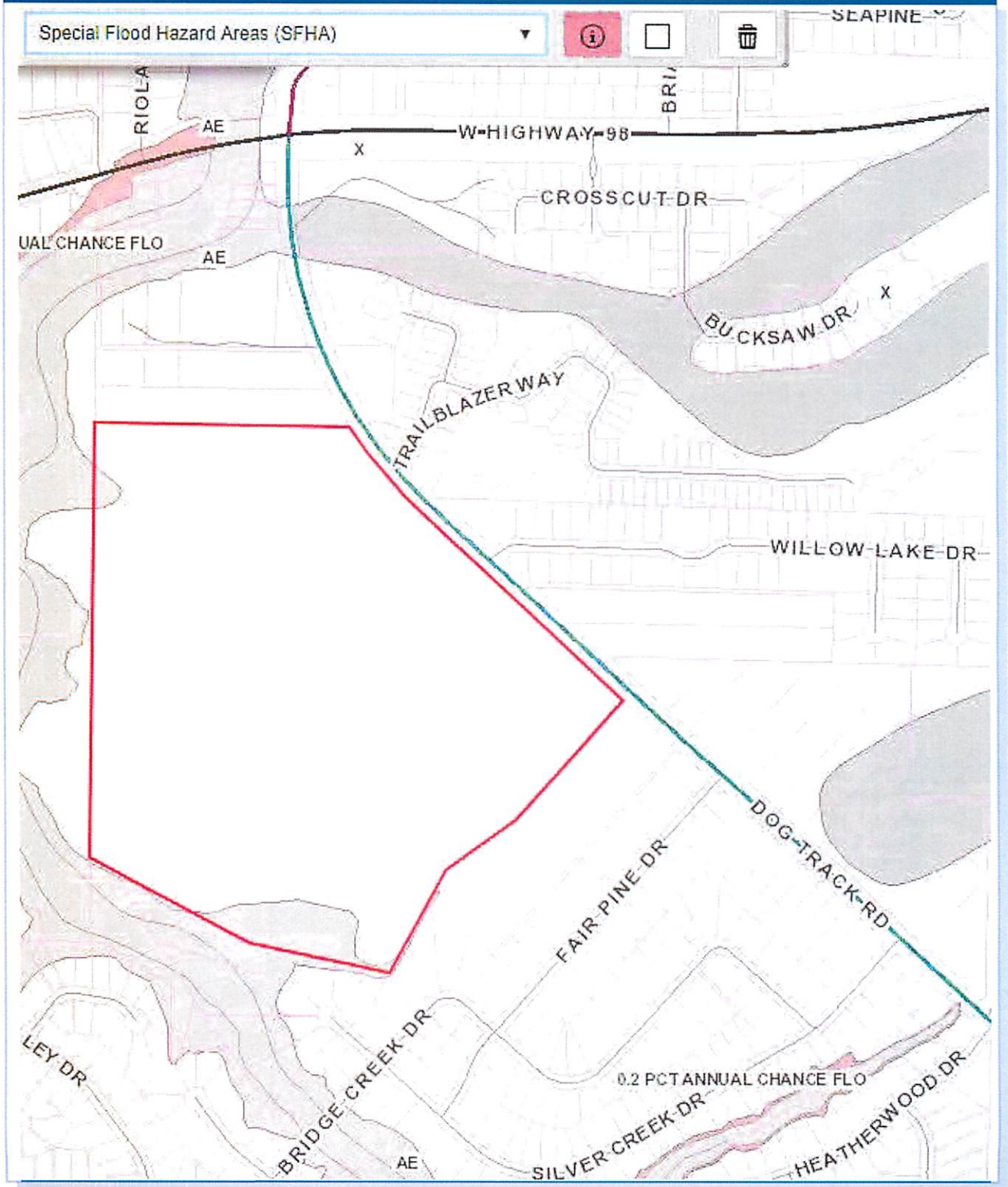
Heron's Landing

MULLINS, LLC



41 North Jefferson Street, Suite 106 ~ Pensacola, FL 32502

Heron's Landing



Data and Analysis

88 +/- Acre former Pensacola Greyhound Parcel

Mixed Used Development

Pensacola, Florida

The subject site is accessible from Dog Track Road, which is classified as a Major Urban Collector. The property is located ¼ mile south of the intersection with Highway 98 and Lilian Highway. The site is approximately 88+/- acres and was formerly home to the Pensacola Greyhound Park. Our proposal is for development of a mixed-use development consisting of a blend of multi-family residential, single family residential and commercial uses.

UTILITY IMPACTS: A letter identifying potential development impacts on utility capacities including water, sanitary sewer and garbage collection, has been requested and will be provided upon receipt, prior to public meeting. It is anticipated that an ECUA lift station will be required for this development.

STORMWATER MANAGEMENT Topographical features show that the site is higher on the east side. As shown on the attached site/contour map, the western and southerly end was found to have an elevation of 12 feet, while the easterly edge of the site had an 21 feet elevation contour. With a 8' downhill gradient, the existing stormwater drainage pattern is from east to west. This is similar to the existing stormwater drainage system within Woodridge Manor Subdivision, located to south of the property, as evidenced by the location of the existing drainage ponds.



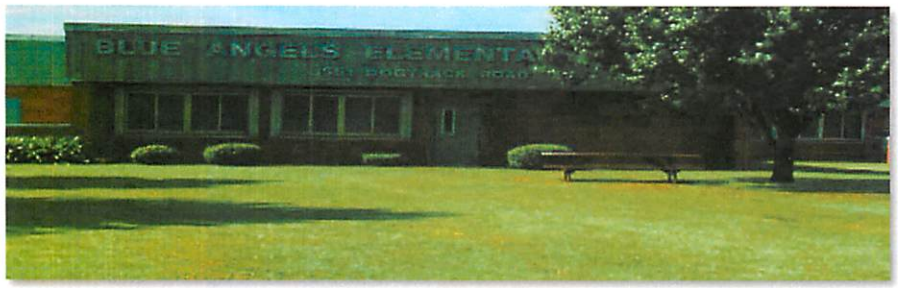
The proposed stormwater design for the 88 acre site will include the use of pipe, curb and gutter and swales, among others. The collected stormwater will be directed into several large ponds running along the edge of the existing wetland. The northern and easterly end of the site has been designed to avoid any construction activities within areas that could potentially be classified as jurisdictional wetlands. These areas have been flagged by environmental scientists to precisely identify any plants, wetlands and any other flora/fauna of concern. The proposed stormwater plan will then be designed and submitted for review and approval by all appropriate county, state and federal regulatory offices.

TRAFFIC: All Access to the site from the east will be from Dog Track Road. These connection points will be designed during the approval process to make necessary accommodations recommended in traffic study. The development's ingress/egress points will be similar to the attached concept plan. **(See Supplement)**

RECREATION AND OPEN SPACE: The site is located approximately2 miles from the Southwest Escambia Sports Complex as well as the Millview ~ Heron Bayou Public Boat Ramp. **(See Supplement)** It is anticipated that existing facilities have sufficient capacity to meet the recreation and open space needs of this proposed new development. Recreational amenities are planned as a part of this development.

SCHOOLS: A letter identifying potential development impacts on the area school facilities has been requested. Schools of potential impact include:

Elementary School Zone: **Blue Angels Elementary**



Middle School Zone: **Bailey Middle School**



High School Zone: **Escambia High School**



May 15, 2020

Consistency with Relevant Portions of the Escambia Comprehensive Plan

88 +/- Acre former Pensacola Greyhound Parcel

Mixed Used Development

Pensacola, Florida

OBJ FLU 1.1 Growth Strategies

Apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.

POLICIES

FLU 1.1.1 **Development Consistency**. New development and redevelopment in unincorporated Escambia County will be consistent with the Plan and the FLUM.

RESPONSE: If approved by the Escambia County Planning Board, this proposed development will be consistent with this policy.

OBJ FLU 1.3 Future Land Use Map Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

POLICIES

FLU 1.3.1 **Future Land Use Categories**. General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in below.

FLUM Mixed-Use Urban (MU-U)

General Description:

Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

Range of Allowable Uses:

Residential, retail and services, professional office, light industrial, recreational facilities, public and civic, limited agriculture.

Standards:

Residential Maximum Density: 25 du/acre

Non-Residential Minimum Intensity: 0.25

Floor Area Ration (FAR) Maximum Intensity: 2.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways or transit corridors by 2030:

a) Residential 8% to 25%

b) Public/Rec/Inst. 5% to 20%

c) Non-Residential: Retail/Service 30% to 50% Office 25% to 50% Light Industrial 5% to 10%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:

a) Residential 70% to 85%

b) Public/Rec/Inst. 10% to 25%

c) Non-Residential 5% to 10%

RESPONSE: If approved by the Escambia County Planning Board, this proposed development will be consistent with this policy.

OBJ FLU 2.1 Urban Development

Direct growth toward those areas where infrastructure and services exist to support development at approved densities and intensities.

POLICIES

FLU 2.1.1 **Infrastructure Capacities.** Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

RESPONSE: A letter identifying potential development impacts on utility capacities including water, sanitary sewer and garbage collection, has been requested and will be provided upon receipt, prior to public meeting. It is anticipated that an ECUA lift station will be required for this development.

OBJ FLU 2.2 Provision of Public Services

Promote orderly and balanced growth and development as a fiscal management technique to provide cost-efficient public services and facilities.

POLICIES

FLU 2.2.3 **Right-of-way Dedication.** Escambia County will continue to require dedication of adequate rights-of-way as approved by the County.

RESPONSE: The development of this site would result in roadways that meet the Escambia County Engineering Manuals Specifications for Roadways of which the rights-of-ways would be dedicated to Escambia County.

OBJ MOB 1.1 Transportation System

Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

POLICIES

MOB 1.1.1 **Level of Service (LOS) Standards.** Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for Strategic Intermodal System (SIS) facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.

Nothing in this policy shall be interpreted to preclude the County from requiring the development to pay all costs to the County associated with construction of any transportation improvement made necessary by the development.

RESPONSE: This proposed development will submit detailed site plans identifying required improvements all of which will be paid by the developer.

MOB 1.1.2 **On-site Facilities.** All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

RESPONSE: Preliminary internal circulation design shows the site will be accessible from the west, at two locations. These plans will be submitted to the County for review and approval. The plans will contain overall traffic circulation patterns and will comply with this element of the Comprehensive Plan.

OBJ MOB 1.4 Corridor Preservation

Provide for the protection of existing and future rights-of-way from encroachment by including appropriate regulations for standard right-of- way, setback regulations, density and intensity regulation, right-of-way, and scenic roadway designation within the provisions of the LDC.

POLICIES

MOB 1.4.1 **Proposed Transportation Corridors.** Escambia County will make efforts to inform the public about the location of proposed transportation corridors. Such proposed transportation corridors are to be initially designated in this section, the adopted TPO's Cost Feasible Plan, the proposed or adopted County Capital Improvement Plan, or in any proposed or adopted Development of Regional Impact (DRI) or development plan. Transportation corridor protection regulations will be incorporated in the LDC.

FY 2021 - FY 2025 Florida-Alabama TPO Project Priorities Table 5 - FY 21-25 Transportation Alternatives (TA) Project Priorities, Dog Track Road from Blue Angel Parkway to SR 30 (US 98) is listed as number six on

this list. This project calls for the installation of paved shoulders along both sides of Dog Track Rd (CR-297) in Escambia County.

RESPONSE: This proposed development is adjacent to the Dog Track Road. It is not anticipated that any additional right-of-way will be necessary additional right-of-way to accommodate this project. However, consideration will be given and final determination will occur during the development review stages of the project in accordance with the Escambia County Land Development Code.

OBJ INF 3.1 Provision of Stormwater Management

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

POLICIES

INF 3.1.6 **Developer Responsibilities.** Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

RESPONSE: Required stormwater management plan and facilities will be designed and installed at the developer's expense.

OBJ INF 4.1 Provision of Potable Water Service Ensure the safe and efficient provision of potable water services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, water conservation, and protection of natural resources. POLICIES

INF 4.1.6 **Developer Responsibility**. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

RESPONSE: The developer will pay for all agreed costs associated with any required modifications to the water lines.

OBJ COA 1.1 General Hazard Mitigation

Reduce the exposure of people and property to natural hazards.

POLICIES

COA 1.1.3 **Flood Elevation.** Escambia County will, as supported by federal emergency management regulations (Title 44, Code of Federal Regulations (CFR) 60.1) and the County's experience of significant flood hazard events, require additional height above the base flood elevation to more effectively reduce the exposure of people and property to losses from flood hazards.

RESPONSE: Base finished floor elevations will be establish as necessary during the development review stages of the project in accordance with the Escambia County Land Development Code.

OBJ CON 1.1 General Resource Management

Effectively manage the natural resources of Escambia County through sound conservation principles.

POLICIES

CON 1.1.2 **Wetland and Habitat Indicators.** Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the FFWCC Land Satellite (LANDSAT) imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.

RESPONSE: Existing inventory maps indicate that an area in the northwestern portion of the site contain jurisdictional wetlands. This is verified in the Jurisdictional Wetland Assessment performed by BIOME Consulting Group, dated, April 7, 2020. Based on their wetland jurisdictional determination, they have determined that the site appears to have approximately 84.11-acres of uplands and 3.93-acres of wetlands and other jurisdictional waters. Their site visit documented the wetlands within the jurisdiction of the COE and WMD/FDEP. **(See Supplement)** As shown on the preliminary site layout, this area is being completely avoided and will remain in its natural state.

OBJ CON 1.3 Surface Water Resources

Protect and improve the quality, biological health, and natural function of all surface water systems to preserve their ecological and aesthetic values.

POLICIES

CON 1.3.1 **Stormwater Management.** Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater

RESPONSE: Plans depicting stormwater management and treatment will be submitted to Escambia County for review and approval to assure compliance with this requirement.

OTHER: The site is not located within any designated Area of Critical State Concern.

RECREATION AND OPEN SPACE

The Southwest Escambia Sports Complex is located at 2020 Bauer Rd, Pensacola, FL 32506 ½ south of Lilian Highway on Bauer Road.



This 17-field athletic complex is the home for all of Perdido Youth sports. Baseball, Softball, Soccer, and Football fields comprise the athletic fields, and the park also offers a playground and pavilions.



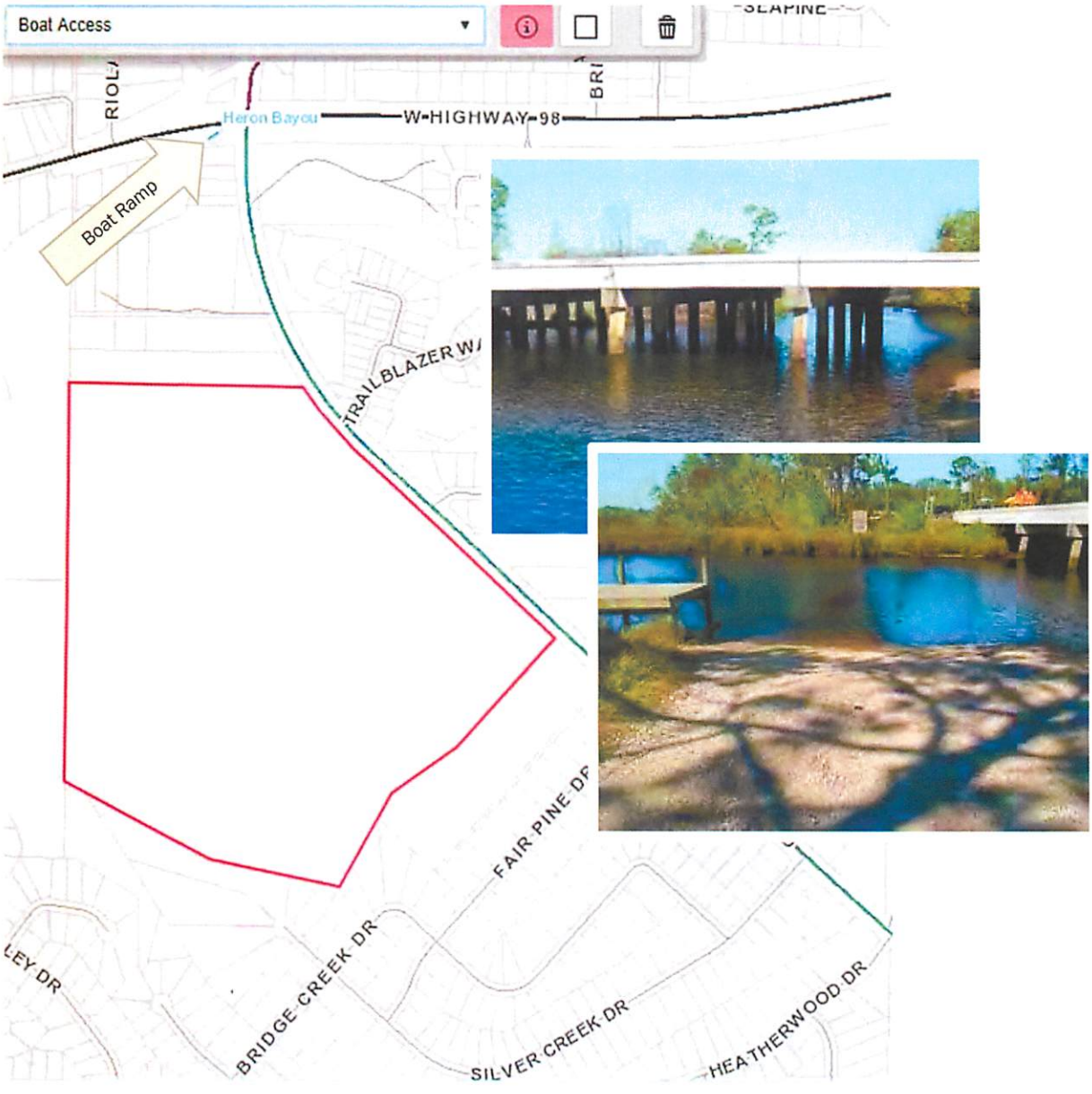




- Team Sports
- Picnic Tables
- Playground
- Covered Picnic area with pavilion

Credit: Nicole St. Aubin, Broker Associate ~ Email me: Nicoles@PensacolaRealtyMasters.com

The Millview ~ Heron Bayou Public Boat Ramp is a small boat ramp, with courtesy dock, parking for about 5 small trailers, port-o-let and sits on about 1 acre near the intersection of Route 98 and Route 298 (Lillian Highway) in Pensacola.



Credit: https://www.saltchef.com/catch_fish/FL/Escambia/boat_ramps.html

April 7, 2020

Herons Landing Development, LLC
c/o Mark Conner
mark@roweroofing.com
850.766.6180

Re: Jurisdictional Wetland Assessment – Herons Landing, +/- 88.24 acres
Escambia County Parcel: 25-2S-31-1303-000-000

Dear Mr. Conner,

Biome Consulting Group, LLC (Biome) has completed a jurisdictional wetlands and waters assessment of the above referenced property. Our assessment included an analysis of vegetative cover and composition, wetland hydrology indicators and hydric soil indicators in accordance with state and federal procedural guidelines. The following is meant to be used as a brief summary of site results and the regulatory agencies' potential involvement with this property.

The site was found to contain approximately **84.11-acres of uplands and 3.93-acres of wetlands and other waters** within the jurisdiction of state and federal agencies. Please note that these calculations are based on an inspection boundary provided by the Escambia County property appraiser and an actual boundary survey may result in slightly different calculations. The jurisdictional boundaries were alphanumerically flagged with pink surveyor's tape, located via Trimble Geo7x GPS, and is depicted on the enclosed map using ArcMap 10.5 software. The following is a summary of our observations relating to the jurisdictional determination:

1. **General Observations:** The site is an 88.24-acre parcel that comprised the former Greyhound Race Track/Poker Room, which is currently closed. Remnants of the operation are still present;

2. **Vegetation:** The wetland area is dominated by slash pine, cypress, sweetbay magnolia, red maple, wax myrtle, cinnamon fern, pitcher plants, and bog buttons, and the upland area is dominated by longleaf pine, saw palmetto, live oak, blueberry, bracken fern, and gopher apple;

3. **Soils:** The soil survey indicates that the property is underlain by and Hurricane Sand (non-hydric), Foxworth (non-hydric), and Dorovan muck (hydric), which was confirmed by on-site soil pit excavation. Dark surface and redox were present in the wetland areas of the site;

4. **Hydrology:** Indicators of wetland hydrology include buttressing and multi-trunking.

FEDERAL JURISDICTION - U.S. ARMY CORPS OF ENGINEERS

The Federal agency responsible for regulating wetlands is the U.S. Army Corps of Engineers (COE). Technical guidelines outlined in the US Army Corps of Engineers Wetlands Delineation Manual (1987) were applied in the field for determining the presence and location of jurisdictional wetlands on the above referenced property.

Results: All parameters necessary for the COE to exert jurisdiction are present on the site. Please contact Biome for permitting guidance and suggestions.

Section 404 of the Clean Water Act (33 USC 1344) requires authorization from the Secretary of the Army, acting through the COE, for the discharge of dredged or fill material into all waters of the United States, including wetlands. Discharges of fill material generally include, without limitation: placement of fill that is necessary for the construction of any structure, or impoundment requiring rock, sand, dirt, or other material for its construction; site-development fills for recreational, industrial, commercial, residential, and other uses; causeways or road fills; dams and dikes; artificial islands; property protection or reclamation devices such as riprap, groins, seawalls, breakwaters, and revetments; beach nourishment; levees; fill for intake and outfall pipes and sub-aqueous utility lines; fill associated with the creation of ponds; and any other work involving the discharge of fill or dredged material. A COE permit is required whether the work is permanent or temporary.

The basic premise of the dredge and fill program is that no discharge of dredged or fill material may be permitted if: (1) a practicable alternative exists that is less damaging to the aquatic environment or (2) the nation's waters would be significantly degraded. What this means is when you apply for a permit, you must show that you have, to the extent practicable:

- Reasonably avoided all wetland impacts;
- Minimized potential impacts on wetlands; and
- Provide compensation for any remaining unavoidable impacts.

STATE JURISDICTION - STATE OF FLORIDA

The State agencies responsible for regulating wetlands are the Florida Department of Environmental Protection (FDEP) and Northwest Florida Water Management District (WMD).

Results: All parameters necessary for the FDEP/WMD to exert jurisdiction are present on the site. Please contact Biome for permitting guidance and suggestions.

Similar to COE requirements, dredge and/or fill activities waterward of State's limits will require a permit under the Environmental Resource Permitting (ERP) program, Section 373, F.S., Chapters 62-4, 62-340 and 62-330, F.A.C. There is a state application permitting fee (based on acreage) and mitigation is usually required for permanent wetland impacts. Typically, permits are issued within 90 days of complete application. Please contact Biome for permitting guidance and suggestions or visit http://www.biome.co/

CONCLUSION

Based on our wetland jurisdictional determination, we have determined that the site appears to have approximately **84.11-acres of uplands and 3.93-acres of wetlands and other jurisdictional waters**. Our site visit documented wetlands within the jurisdiction of the COE and WMD/FDEP. Any proposal to impact wetlands will require permits from the applicable agencies. Please contact Biome for permitting guidance and suggestions.

A wetland delineation performed by an ecological consultant represents the professional opinion of the scientist that performed the work. The results of this jurisdiction are based on the professional opinion and experience of an environmental consultant. This report is intended for the sole use by the above listed addressee. Its contents may not be relied upon by other parties without the written consent of Biome Consulting Group.

This concludes our assessment of the target property. If you require additional information, assistance, or clarification, please give us a call at 850.435.9367 or visit http://www.biome.co/. We look forward to assisting you in the future.

Sincerely,
Biome Consulting Group

Sean O'Toole
Managing Partner
Ecological Consultant
2415.006 Herons Landing

Attachment: Wetland Jurisdiction Map



WETLAND JURISDICTION MAP
ESCAMBIA COUNTY
HERONS LANDING
25-2S-31-1303-000-000
HERONS LANDING DEV. LLC

LEGEND
- INSPECTION BOUNDARY
- UPLANDS
- WETLANDS
- POND

AUTHOR: CBO

4/7/2020

N W E S

0 200 400 Feet

biome Consulting Group
1300 West Government St. Pensacola, FL 32502
850.435.9367 www.biome.co

THIS IS NOT A SURVEY

May 15, 2020

Pensacola Greyhound Track discontinues live dog races

Kevin Robinson, Pensacola News Journal Published 1:32 p.m. CT Jan. 31, 2019



The Pensacola Greyhound Track & Poker Room is discontinuing its live greyhound racing. *(Photo: Getty Images/Flickr Select)*

There will be no more live dog races in Pensacola.

The Pensacola Greyhound Track & Poker Room's fall greyhound racing season ended Sept. 30, 2018, and races were supposed to resume Jan. 18, 2019. However, in November, Florida voters passed an amendment that will phase out live greyhound races statewide by 2021, so Pensacola track owner, PCI Gaming, has opted not to resume live races.

"The transition is complete and all team members impacted by the change were offered new job placement within the company," said an emailed statement from a PCI Gaming representative. "With the help of national partners, all greyhounds were successfully placed in good care."

Conclusion

88 +/- Acre former Pensacola Greyhound Parcel

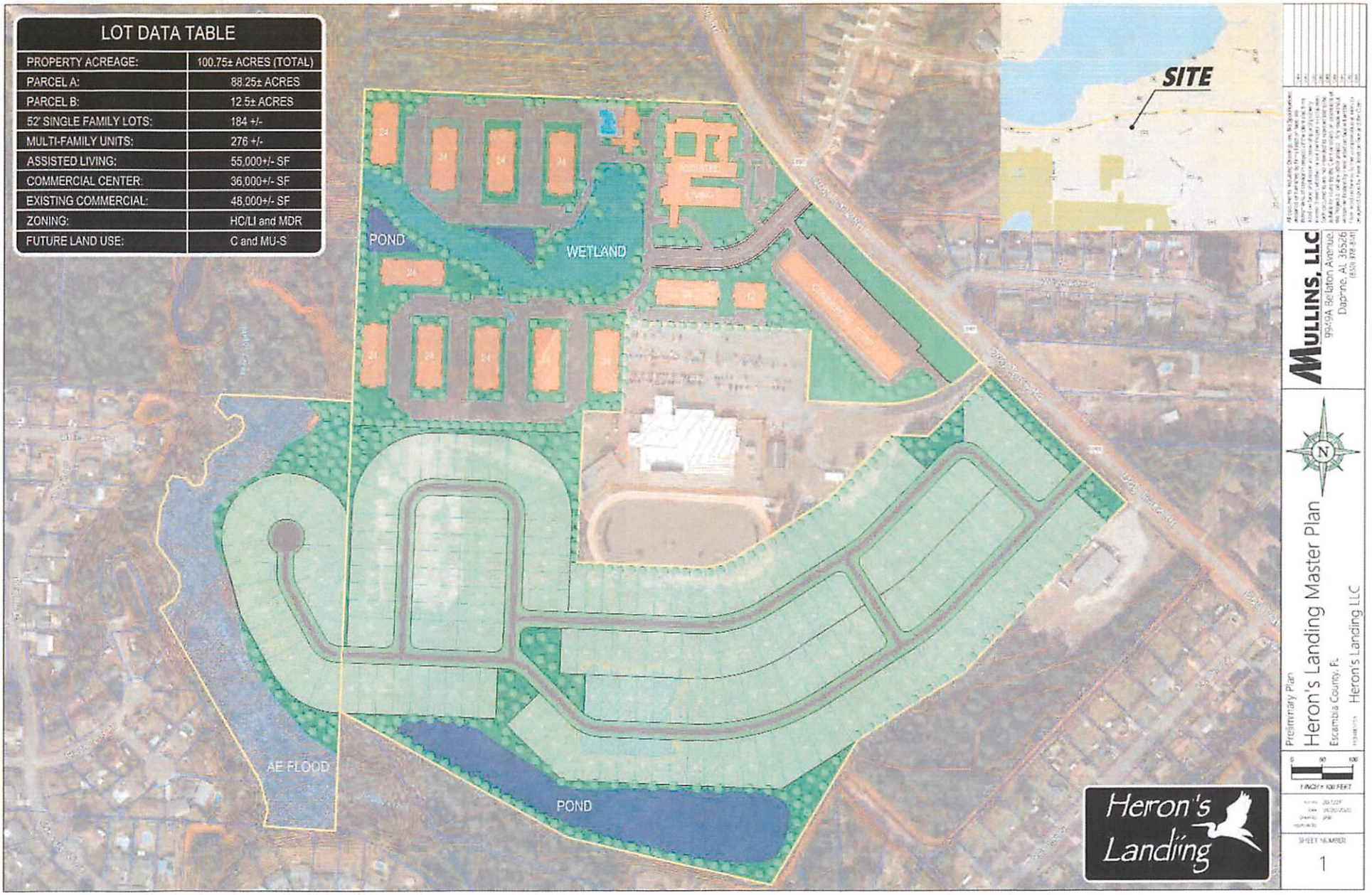
Mixed Used Development

Pensacola, Florida

We believe the afore presented report sufficiently demonstrates that our request described herein be granted the change of Future Land Use to **MU-U**. We have provided the normal practices and normal standard of care in analyzing this criteria and addressed criteria set forth as follows:

1. Our comparative analysis of the impact of both the current and the proposed future land use categories on the following items adequately demonstrate consistency with the Comprehensive Plan for:
    A. Sanitary Sewer
    B. Solid Waste Disposal
    C. Potable Water
    D. Stormwater Management
    E. Traffic
    F. Recreation and Open Space
    G. Schools
2. The data and analysis also supports the requested future land use category by reflecting a need for that category. This is demonstrated by the closure of the previous use as the Pensacola Greyhound Park and converting to a mixed-use development consistent with the current development trends.
3. Proximity to and impact on the following:
    A. Wellheads (no wellhead locations within 2 miles of site).
    B. Historically significant sites (available from Florida Master Site File, Division of Historical Resources; email sitefile@dos.state.fl.us) Requested.
    C. Natural Resources, including wetlands **(See Supplement).**
4. Analysis of consistency with the Escambia County Comprehensive Plan included in this report.
5. Applicable sections referenced and addressed herein.

Thank you for consideration of our application and the documentation supporting our request.


LOT DATA TABLE
PROPERTY ACREAGE: 100.75± ACRES (TOTAL)
PARCEL A: 88.25± ACRES
PARCEL B: 12.5± ACRES
52' SINGLE FAMILY LOTS: 184 +/-
MULTI-FAMILY UNITS: 276 +/-
ASSISTED LIVING: 55,000+/- SF
COMMERCIAL CENTER: 36,000+/- SF
EXISTING COMMERCIAL: 48,000+/- SF
ZONING: HC/LI and MDR
FUTURE LAND USE: C and MU-S
SITE
POND
WETLAND
AE FLOOD
POND
Heron's Landing
MULLINS, LLC
9459A Belaton Avenue
Daphne, AL 36526
Preliminary Plan
Heron's Landing Master Plan
Escambia County, FL
Heron's Landing LLC
1 INCH = 100 FEET
SHEET NUMBER
1

EMERALD COAST UTILITIES AUTHORITY

P.O. Box 17089 • 9255 Sturdevant Street
Pensacola, Florida 32522-7089
ph: 850-476-5110 • fax: 850-969-3308

June 23, 2020

Mullins, LLC
Attn: Joe A. Rector, Jr., PS
41 N. Jefferson Street, Suite 106
Pensacola, Florida 32502

RE: Heron's Landing
951 Dog Track Road
Pensacola, Florida 32506
Letter of Capacity Reservation

Dear Mr. Rector:

ECUA is in receipt of your inquiry concerning the availability of ECUA service/s for the above-referenced project. ECUA provides Potable Water Production Well and/or Wastewater Treatment Plant Capacity Letters exclusively to assist with your permitting efforts through Escambia County's development and concurrency review process. The administration of the concurrency review process is the sole responsibility of Escambia County, and ECUA plays no role in it.

For the purpose of concurrency review only, ECUA anticipates no problems in potable water production well capacity or wastewater treatment plant capacity for the flow rates indicated on your inquiry/request form. This letter is valid for a period not to exceed one (1) year from the date of issuance.

This letter does not guarantee that ECUA's existing water distribution or sanitary sewer collection infrastructure (mains, lift stations, etc.) in the area of your project are sufficient to serve your project; instead, this letter solely addresses potable water production well capacity and/or wastewater treatment plant capacity. Therefore, the project referenced above may require various extensions, additions, upgrades, and/or modifications to the existing ECUA water and/or sewer infrastructure that you, as the Developer, may be required to pay for and install as part of your project.

All extensions, additions, upgrades, and/or modifications to the potable water or sewer collection systems to serve this project must be designed, approved and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements. Please submit your project to ECUA Engineering so we can work with your Engineer of Record to evaluate your project's potable water distribution and sanitary sewer collection system needs.

Sincerely,

Stacy N. Hayden, PE
Director of Engineering/ECUA

SNH/cwb

cc: Project File

Vicki Campbell District One | **Lois Benson** District Two | **Cedric Alexander** District Three | **Dale Perkins** District Four | **Larry Walker** District Five

Capacity Reservation Request Form

Request for Water Well Capacity Reservation and/or Wastewater Plant Capacity Reservation

Date: 06/02/2020 Service Requested: Water Well X Sewer Plant X

Name of Project: Heron's Landing Area (Acres): 120.6

Project Address: 951 DOG TRACK RD

***THIS INFORMATION IS REQUIRED TO PROCESS APPLICATION (attach location map):**

Type Development: Residential X Commercial X Industrial _____ Other _____

(Explain) Mixed Use Development - Single family, townhomes and apartments

Number and/or Size of Units: approximately 184+/- single family lots, 144+/- townhomes, 288 apartments and a 48,000 commercial building

Estimated Flow: (Average Day) Water 184,800 Sewer 184,800

How will water and/or sewer be provided if not from ECUA? N/A

Special Requirements: Assumed that a master ECUA liftstation will be construction to serve all of the development.

Owner of Property: (type or print) PENSACOLA GREYHOUND RACING LLP

Address: 951 DOG TRACK RD Phone: _____

Developer: (type or print) Heron's Landing LLC

Address: _____ Phone: 850-766-6180

Engineer: (type or print) Mullins LLC, Pensacola, FL - Micah Jones, PE

Address: (type or print) 41 N Jefferson Street, Suite 106 Phone: 850-502-7160 Email: joe.rector@mullinsllc.net

Submitted By: (type or print) Joe A. Rector, Jr. Title: VP

Signature of Submitter: _____ Digitally signed by Joe A. Rector, Jr. Date: 2020.06.03 13:14:54 -05'00' Title: VP

FOR ECUA USE ONLY:

Water Zone: North _____ South X

Wastewater Treatment Plant: Bayou Marcus X CWRF _____ Other _____

***Note: This form does not address water distribution or sewer collection systems issues or capacities; instead, it only concerns water well production and/or wastewater treatment plant capacities.**

Sept. 2019

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

30 E. Texar Drive Pensacola, Florida 32503 (850) 469-5660

Malcolm Thomas, Superintendent www.escambia.k12.fl.us

"Making a Positive Difference"

Facilities Planning
Anthony B. Noles, Director
30 E.Texar Drive, Room 158
Pensacola, Florida 32503
(850) 469-5660 Fax: (850) 469-5634

Level of Service Determination Letter

Project Information	
Project Name	**Heron's Landing**
Project Location	**951 Dog Track Road**
Parcel ID Numbers	**25-2S-31-1303-000-000**
Property Owner/Developer	**Pensacola Greyhound Racing LLC**
Applicant Name	**Mullins LLC**
Applicant Address	**41 N. Jefferson St., Suite 106, Pensacola, FL 32502**

School Level of Service Reservation			
Level of Service	**Blue Angels Elem.**	**Bailey Middle**	**Escambia High**
Reserved Students	**80.32**	**40.16**	**40.16**
Comments:			

This School Level of Service Determination Letter shall reserve capacity for the above referenced project and shall confirm said project meets the School Level of Service requirements of Florida Statute 163.3180 and the adopted Interlocal Agreement

This Level of Service Reservation shall expire two (2) years from date of issuance of this letter.

Anthony B. Noles, Director
Facilities Planning

June 11, 2020
Issue Date

C: Shawn Dennis, Assistant Superintendent of Operations

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

30 E. Texar Drive Pensacola, Florida 32503 (850) 469-5660

Malcolm Thomas, Superintendent www.escambia.k12.fl.us

"Making a Positive Difference"

Level of Service Determination Analysis

Date: 06/11/2020

Project Name	**Heron's Landing**
Project Location	**951 Dog Track Road**
Project DRC Number	
Parcel ID Numbers	**25-2S-31-1303-000-000**
Property Owner/Developer	**Pensacola Greyhound Racing LLC**
Applicant	**Mullins LLC**
Applicant Address	**41 N. Jefferson St., Suite 106, Pensacola, FL 32502**

Student Impacts		Student Generation Rates			Students Generated			
Housing Unit Type	# Units	Elem. School	Middle School	High School	Elem. School	Middle School	High School	Totals
Single Family	184	0.19	0.095	0.095	34.96	17.48	17.48	69.92
Multi-Family Townhomes	144	0.105	0.0525	0.0525	15.12	7.56	7.56	30.24
Apartments	288	0.105	0.0525	0.0525	30.24	15.12	15.12	60.48
Mobile Home	0							
Totals	**616**				**80.32**	**40.16**	**40.16**	**160.64**

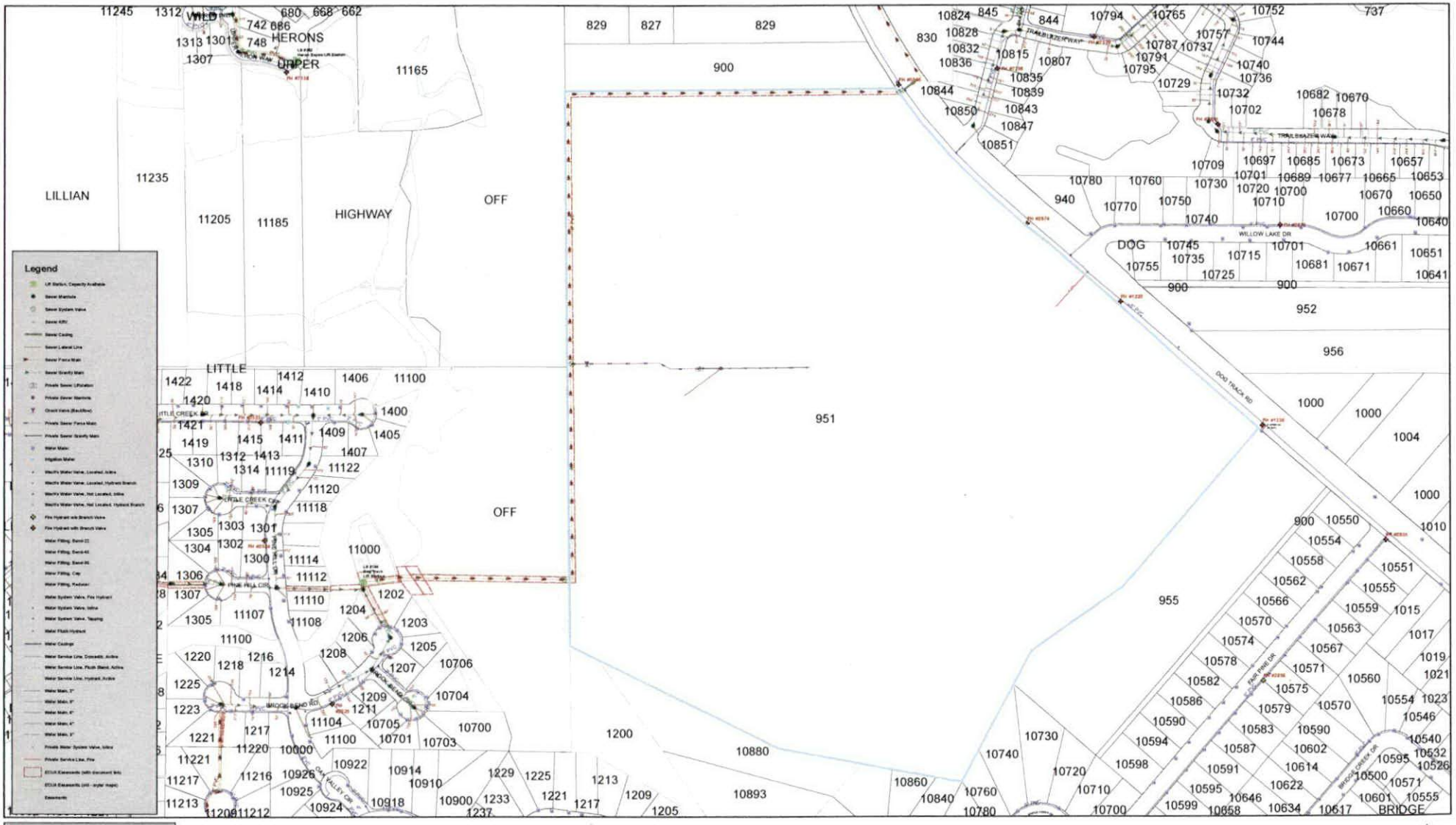
School Impacts School	School Capacity	Current Enrollment	Percent of Capacity	Enrollment with Proposed Development	Percent of Capacity with Proposed Development
Blue Angels Elem.	853	824	97%	904	106%
Bailey Middle	1190	1290	108%	1330	112%
Escambia High	2052	1696	83%	1736	85%

LOS Impacts Level of Service Area	LOS Capacity 5th Year	LOS Proj Enrollment 5th Year	LOS Available Capacity	Projected Impact of Project	Available LOS Cap w/ Impact	Adjacent LOS Avail Capacity	Adjacent LOS Avail Cap w/Impact
Elementary LOS							
Middle LOS							
High LOS							

MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
41 N. Jefferson Street, Suite 106, Pensacola, FL 32502
(850) 378-8141



951 Dog Track Rd



DISCLAIMER: The Emerald Coast Utilities Authority maps/data are informational records of the approximate location of ECUA Water and/or Sewer Facilities. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown; which may or may not include water and sewer facilities not owned by ECUA. ECUA provides this service for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. These maps/data are not guaranteed accurate or suitable for any use other than that for which they were gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	LSA 2020-02– Amending the Comprehensive Plan, Chapter 7, 2030 FLU map.
Location:	951 Dog Track Road
Parcel #s:	25-2S-31-1303-000-000
Acreage:	88.24 (+/-) acres.
Request:	Commercial (C) to Mixed-Use Urban (MU-U).
Agent:	**Joe A. Rector, Jr. -VP Mullins LLC, Agent for** Pensacola Greyhound Racing LLP, Brent Pinkston.
Meeting Dates:	Planning Board, July 6, 2020 BCC August 6, 2020 (Transmittal)

Site Description and Summary of Proposed Amendment:

The parcel is located on the west side of Dog Track Road about .25 miles (+/-) south of the intersection West Highway 98/Lillian Highway and 1.5 miles (+/-) north of Blue Angle Parkway.

Commercial. "Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development." "Range of Allowable Uses: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Mixed-Use Urban. "Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole." The range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 2.0.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for

compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

CP Policy INF 1.1.11 Required New Service Connection. *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. The applicant provided in their application that an ECUA lift station will be required for the development. ECUA currently already provides water and sanitation to the existing structures on site. ECUA anticipates no problems in potable water production well capacity or wastewater treatment plant capacity for the flow rates. Any new proposed development will have a complete reviewed during the Development Review Process, as well must be designed, approved and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

CP Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: Escambia County continues to maintain its adopted solid waste LOS commitments. The Department of Waste Services reported in its 2018 solid waste LOS analysis that the current build-out for disposal at the Perdido Landfill will provide solid waste disposal capacity through 2045.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

CP Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: Based on the applicant's documentation the parcel is under the ECUA service area; the applicant did submit a letter from ECUA assuring there is capacity reservation availability from ECUA. Any proposed development will submit for a complete review and obtain approval from the Development Review Committee.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: Compliance with adopted stormwater management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The parcel fronts Dog Track Road which is a Escambia County maintained road, classified as a major collect roadway. Any new development will have to apply for review and approval thru the Development Review Committee.

Transportation & Traffic Operations (TTO) Comments – LSA-2020-01

TTO Staff has reviewed LSA-2020-02, 951 Dog Track Road. The requested Future land use change is from Commercial (C) to Mixed Use – Urban (MU-U) and is

scheduled for the July 6, 2020 Planning Board Meeting. Please see the below comments.

This segment of Dog Track Road has a two-lane typical section with two 12 foot travel lanes and a six foot wide path on the west side of the road. Dog Track Road has an approximate right-of-way width of 100 feet. The County does not have any proposed improvement projects scheduled for Dog Track Road in this area.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Dog Track Road is classified as a major collector with a maximum LOS of D and a corresponding daily volume threshold of 17,700. Near the subject property, the daily volume on Dog Track Road for 2019 was recorded as 6,400.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: Based on the public records of Escambia County, the assigned schools that service this area are Blue Angels Elementary, Bailey Middle School and Escambia High School. The applicant has requested a letter from the Escambia County School District Facilities Planning Director, stating that capacity for this project meets the School Level of Service requirements.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1* [of the Escambia County Comprehensive Plan].

Analysis:

The referenced Comprehensive Plan table describes the current Commercial FLU as intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development. MU-U FLU as intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category. Residential density is limited to 25 dwelling units per acre. If the amendment is approved the proposed Future Land Use to MU-U would be consistent with the existing zoning; there would be a decrease on the intensity of the development, but it would potentially accommodate a proposed residential development and mixed-use development that would be compatible with the surrounding uses.

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: Based on the GIS wellhead protection areas layer, there are no wellhead protection areas within the parcel. Any new development will have to submit for Development Review Process.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The county did not receive a letter from the Historical Resources, Florida Master File. A request was made by the applicant. At the time of development review if any historic or archeological resources or structures are discovered, the county will request the appropriate guidance, direction, and technical assistance from the State, in accordance with current regulations.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The applicant stated that wetlands on-site have been identified and delineated. The applicant understands and will comply with the design and permitting processes requirements during the Site Plan Review process.

Urban Sprawl

CP Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: The proposed FLU amendment would promote mixed uses in the urban areas, with compatible development.

CP Policy FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CP Policy FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

Analysis: The applicant has stated the development of the site would result in roadways that meet the Escambia County Engineering Manuals Specifications for roadways of which the rights-of-ways would be dedicated to Escambia County. There were no capacity letters from supporting agencies addressing the availability of public services. Any new proposed project will be required to meet the current regulations, as

it relates to the availability of public services to support the requested densities and intensities.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

DATE: **June 24, 2020**

RE: **Transportation & Traffic Operations (TTO) Comments – LSA-2020-02**

TTO Staff has reviewed LSA-2020-02, 951 Dog Track Road. The requested Future land use change is from Commercial (C) to Mixed Use – Urban (MU-U) and is scheduled for the July 6, 2020 Planning Board Meeting. Please see the below comments.

This segment of Dog Track Road has a two-lane typical section with two 12 foot travel lanes and a six foot wide path on the west side of the road. Dog Track Road has an approximate right-of-way width of 100 feet. The County does not have any proposed improvement projects scheduled for Dog Track Road in this area.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Dog Track Road is classified as a major collector with a maximum LOS of D and a corresponding daily volume threshold of 17,700. Near the subject property, the daily volume on Dog Track Road for 2019 was recorded as 6,400.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: **Horace Jones, Development Services Department Director**
Joy Jones, P.E., Engineering Department Director
Christine Fanchi, P.E., Transportation Engineer
John Fisher, Development Services Department

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7/6/20

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA-2020-02

*Name: Joe Rector / Mullins Agent

*Address: 4 N Jefferson *City, State, Zip: Pcola

Email Address: joe.rector@mullinsllc.net Phone: 850 502 7140

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

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ESCAMBIA COUNTY, FLORIDA

Development Services Department
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 7-6-2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA-2020-02

_____ In Favor X Against

*Name: REX JENSON FOR LISA PALMIERI

*Address: 10860 SILVER CREEK *City, State, Zip: PENSACOLA, 32506

Email Address: FEMA4EVER@HOTMAIL.COM Phone: 510-778-3020

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☒ Sign

Please indicate if you:

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01/2016

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ESCAMBIA COUNTY, FLORIDA

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(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 6,

Rezoning Quasi-judicial Hearing

Rezoning Case #: LSA 2020-02

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____ In Favor _____ Against

*Name: Rosemary Spaulding

*Address: 1000 Dogtrack Rd *City, State, Zip: _____

Email Address: rosemaryespaulding@gmail.com Phone: 508-415-8131

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

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01/2016

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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: July 6, 2020

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: _____ **Agenda Item Number/Description:** LSA-2020-02

✓ In Favor _____ Against

*Name: Mark Conner

*Address: 13008 Island Spirit DR *City, State, Zip: Pensacola, FL 32506

Email Address: mark at roweroofing.com Phone: 850-766-6180

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LSA Ordinance 2020-02

Date: 6/17/2020

Date requested back by: 6/19/2020

Requested by: John C Fisher

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by Kia M. Johnson

Date Received: 6/17/2020

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 25, TOWNSHIP 2S, RANGE 31W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 25-2S-31-1303-000-000 TOTALING 88.24(+/-) ACRES, LOCATED ON DOG TRACK ROAD, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2020-02."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

(A) A parcel of land which is located within Section 25, Township 2S, Range 31W, parcel number 25-2S-31-1303-000-000 and totaling 88.24 (+/-) acres, located on 951 Dog Track Road, as more particularly described in the Boundary Survey produced by Merrill Parker Shaw, Inc., E. Wayne Parker, a registered Florida land surveyor, dated 03/10/2010, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

THIS SPACE INTENTIONALLY BLANK

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

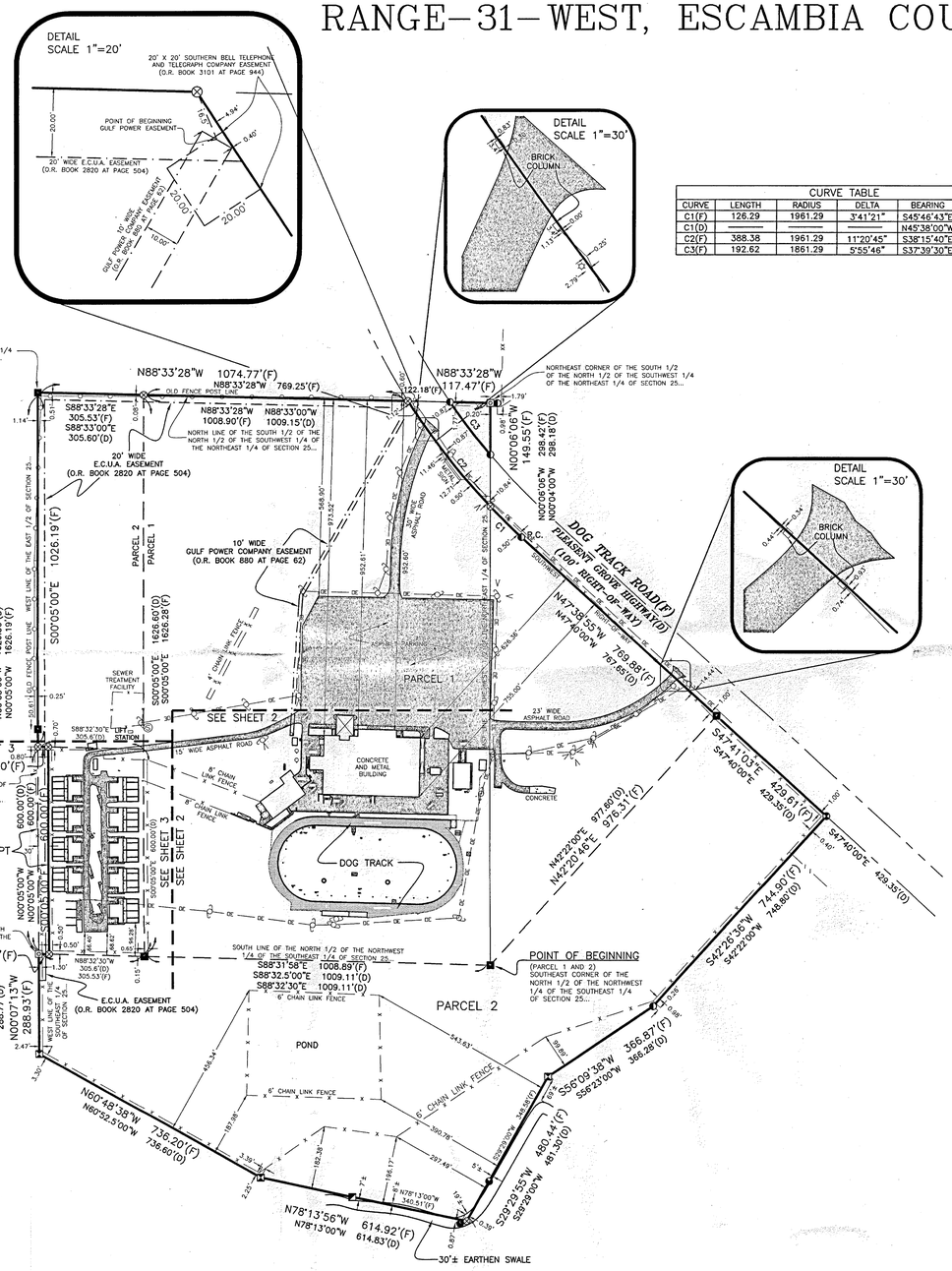
This document approved as to form and legal sufficiency.
By Kia M. Johnson
Title Assistant County Attorney
Date 6/17/2020

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT

BOUNDARY SURVEY

OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.



GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1(F)	126.29	1961.29	3°41'21"	S45°46'43"E	126.27
C1(D)	———	———	———	N45°38'00"W	129.28
C2(F)	388.38	1961.29	11°20'45"	S38°15'40"E	387.74
C3(F)	192.62	1861.29	5°55'46"	S37°39'30"E	192.54

DESCRIPTION AS FURNISHED:

PARCEL 1

THAT PORTION OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 42°22' EAST A DISTANCE OF 977.6 FEET TO A POINT IN THE SOUTHWEST RIGHT OF WAY LINE OF THE PLEASANT GROVE HIGHWAY; THENCE NORTH 47°40' WEST ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 767.65 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE NORTH 45°38' WEST ALONG A CHORD DISTANCE OF 129.28 FEET TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 00°04' WEST ALONG SAID EAST LINE A DISTANCE OF 298.18 FEET TO A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 88°33' WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 1009.15 FEET TO A POINT BEING A DISTANCE OF 305.6 FEET FROM A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 00°05' EAST PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 25 A DISTANCE OF 1626.6 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, SAID POINT BEING A DISTANCE OF 305.6 FEET FROM THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 88°32'30" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 1009.11 FEET TO THE POINT OF BEGINNING; LESS 100 FOOT RIGHT OF WAY PLEASANT GROVE HIGHWAY CROSSING NEAR THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25.

PARCEL 2

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 42°22' EAST A DISTANCE OF 977.6 FEET TO A POINT IN THE SOUTHWEST RIGHT OF WAY LINE OF THE PLEASANT GROVE HIGHWAY; THENCE SOUTH 47°40' EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 429.35 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 42°22' WEST A DISTANCE OF 748.8 FEET; THENCE SOUTH 56°23' WEST A DISTANCE OF 366.28 FEET; THENCE SOUTH 29°29' WEST A DISTANCE OF 481.3 FEET; THENCE NORTH 78°13 WEST A DISTANCE OF 614.83 FEET; THENCE NORTH 60°52.5' WEST A DISTANCE OF 736.6 FEET TO A POINT IN THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, THENCE NORTH 00°04' WEST ALONG THE SAID WEST LINE A DISTANCE OF 288.77 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 00°05: WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 25 A DISTANCE OF 1626.6 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 88°33' EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 514.83 FEET; THENCE SOUTH 29°29' WEST A DISTANCE OF 481.3 FEET; THENCE SOUTH 78°13 WEST A DISTANCE OF 614.83 FEET; THENCE NORTH 60°52.5' WEST A DISTANCE OF 736.6 FEET TO A POINT IN THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, THENCE NORTH 00°04' WEST ALONG THE SAID WEST LINE A DISTANCE OF 288.77 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 00°05: WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 25 A DISTANCE OF 1626.6 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 305.6 FEET; THENCE SOUTH 00°05' EAST PARALLEL TO THE WEST LINE OF THE EAST 1/2 OF SECTION 25 A DISTANCE OF 1626.6 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, SAID POINT BEING A DISTANCE OF 305.6 FEET FROM THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 88°32.5' EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 1009.11 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: THE WEST 30 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID NORTH 1/2; THENCE NORTH 00°05' WEST ALONG THE WEST LINE OF SAID NORTH 1/2 A DISTANCE OF 600.00 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 88°32'30" EAST, 305.6 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 00°05' EAST, 600.00 FEET TO A CONCRETE MONUMENT IN THE SOUTH LINE OF SAID NORTH 1/2; THENCE NORTH 88°32'30" WEST ALONG SAID SOUTH LINE, 305.6 FEET TO THE POINT OF BEGINNING.

EASEMENT NOTES:

1.) AN EASEMENT IN FAVOR OF GULF POWER COMPANY, AS RECORDED IN OFFICIAL RECORDS BOOK 880 AT PAGE 62 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AFFECTS THE SUBJECT PROPERTY AND IS DEPICTED HEREON.

2.) AN EASEMENT IN FAVOR OF E.C.U.A., AS RECORDED IN OFFICIAL RECORDS BOOK 2820 AT PAGE 504 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AFFECTS THE SUBJECT PROPERTY AND IS DEPICTED HEREON.

3.) AN EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, AS RECORDED IN OFFICIAL RECORDS BOOK 3101 AT PAGE 944 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AFFECTS THE SUBJECT PROPERTY AND IS DEPICTED HEREON.

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 00 DEGREES 05 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SECTION 25, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA, AS PER THE DESCRIPTION AS FURNISHED.

2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED, DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.

3. A TITLE COMMITMENT WAS PROVIDED TO MERRILL PARKER SHAW, INC., FROM FIRST AMERICAN TITLE INSURANCE COMPANY, AGENT FILE NUMBER 09-0342, DATED MAY 8, 2009, FOR THE SUBJECT PROPERTY. THERE MAY BE UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.

4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.

5. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

6. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.

7. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTIONS. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.

8. ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDER GROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.

9. THE DESCRIPTION AS FURNISHED OF PARCEL ONE DOES NOT MATHMATICLY CLOSE BY 1.39 FEET.

10. THE DESCRIPTION AS FURNISHED OF PARCEL TWO DOES NOT MATHMATICLY CLOSE BY 3.05 FEET.

DENOTES:

- ⊗ – 1/2" CAPPED IRON ROD, NUMBERED 7174 (PLACED)
- ● – 1/2" CAPPED IRON ROD, NUMBERED 7092 (FOUND)
- ⊕ – 1/2" CAPPED IRON ROD, NUMBERED 1748 (FOUND)
- ◐ – 1/2" CAPPED IRON ROD, NUMBERED 475 (FOUND)
- ● – 1/2" IRON ROD, UNNUMBERED (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT WITH IRON PIPE (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT, UNNUMBERED (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT, NUMBERED 3578 (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT, NUMBERED 736 (FOUND)
- R/W – RIGHT-OF-WAY
- PC – POINT OF CURVATURE
- (D) – DEED INFORMATION
- (F) – FIELD INFORMATION
- OR – OFFICIAL RECORDS
- E.C.U.A. – ESCAMBIA COUNTY (EMERALD COAST) UTILITY AUTHORITY
- Ⓢ – SEWER MANHOLE
- — x — – CHAIN LINK FENCE
- — xx — – WIRE FENCE
- — OE — – OVERHEAD ELECTRIC LINE
- ○ – POWER POLE
- ⋈ – FIRE HYDRANT
- ☼ – LIGHT POLE

CERTIFIED TO:

POARCH BAND OF CREEK INDIANS, PCI GAMING AUTHORITY
CLARK PARTINGTON HART LARRY BOND AND STACKHOUSE
FIRST AMERICAN TITLE INSURANCE COMPANY

THAT THE SURVEY SHOWN HEREON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17.051 AND 5J-17.052, PURSUANT TO CHAPTER 472.027, FLORIDA STATUES.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. Wayne Parker 3/10/10

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

N
W E
S

COPYRIGHT © 2010 BY MERRILL PARKER SHAW, INC.

NO.	DATE	APPR.	REVISIONS:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MERRILL PARKER SHAW, INC.
PROFESSIONAL ENGINEERING & SURVEYING SERVICES
4928 N. DAVIS HWY.
PENSACOLA, FL. 32503
PH: (850) 478-4823
FAX: (850) 478-4824
FLORIDA CORPORATION NUMBER 7174

SCALE: 1" = 200' | DRAWN: AES | CHECKED: EWP | DATE: 03/09/10

FIELD BOOKS: 182, 183, PAGES:1-5, 1-3

FIELD DATE: 2/22/10 - 3/4/10

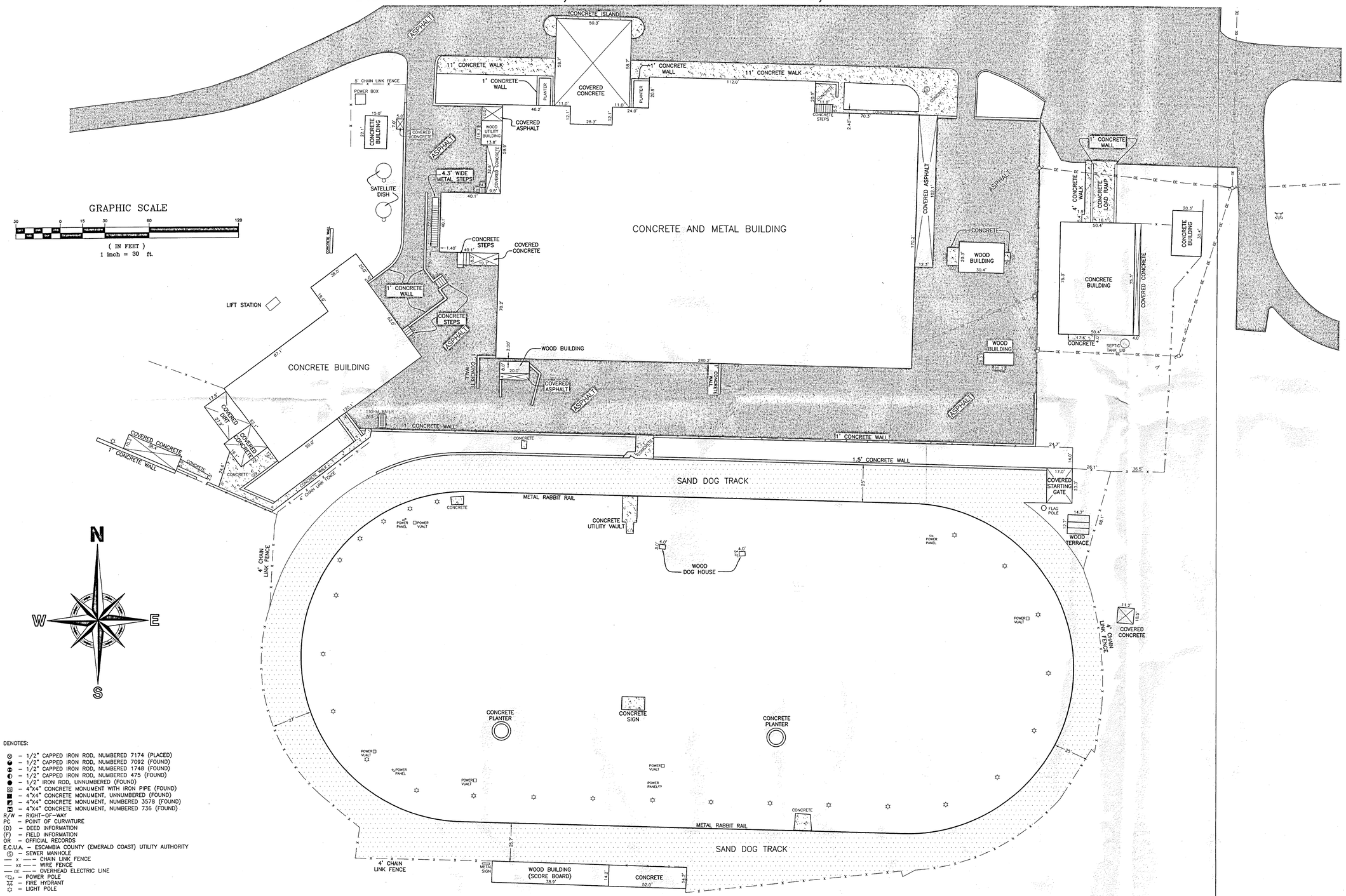
BOUNDARY SURVEY
OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: GARY HUSTON
PREPARED FOR: CLARK PARTINGTON HART

JOB NO.	SHEET
10-4295-S-1	1 OF 3

BOUNDARY SURVEY

OF A PORTION OF SECTION 25, TOWNSHIP–2–SOUTH, RANGE–31–WEST, ESCAMBIA COUNTY, FLORIDA.



DENOTES:

- ⊗ – 1/2" CAPPED IRON ROD, NUMBERED 7174 (PLACED)
- ◒ – 1/2" CAPPED IRON ROD, NUMBERED 7092 (FOUND)
- ◒ – 1/2" CAPPED IRON ROD, NUMBERED 1748 (FOUND)
- ◒ – 1/2" CAPPED IRON ROD, NUMBERED 475 (FOUND)
- ● – 1/2" IRON ROD, UNNUMBERED (FOUND)
- ▣ – 4"X4" CONCRETE MONUMENT WITH IRON PIPE (FOUND)
- ■ – 4"X4" CONCRETE MONUMENT, UNNUMBERED (FOUND)
- ◪ – 4"X4" CONCRETE MONUMENT, NUMBERED 3578 (FOUND)
- ◪ – 4"X4" CONCRETE MONUMENT, NUMBERED 736 (FOUND)

R/W – RIGHT–OF–WAY
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(D) – DEED INFORMATION
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PH: (850) 478-4923
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FLORIDA CORPORATION NUMBER 7174

SCALE: 1" = 30' | DRAWN: AES | CHECKED: EWP | DATE: 03/09/10

FIELD DATE: 2/22/10 – 3/4/10 FIELD BOOKS: 182, 183, PAGES: 1–5, 1–3

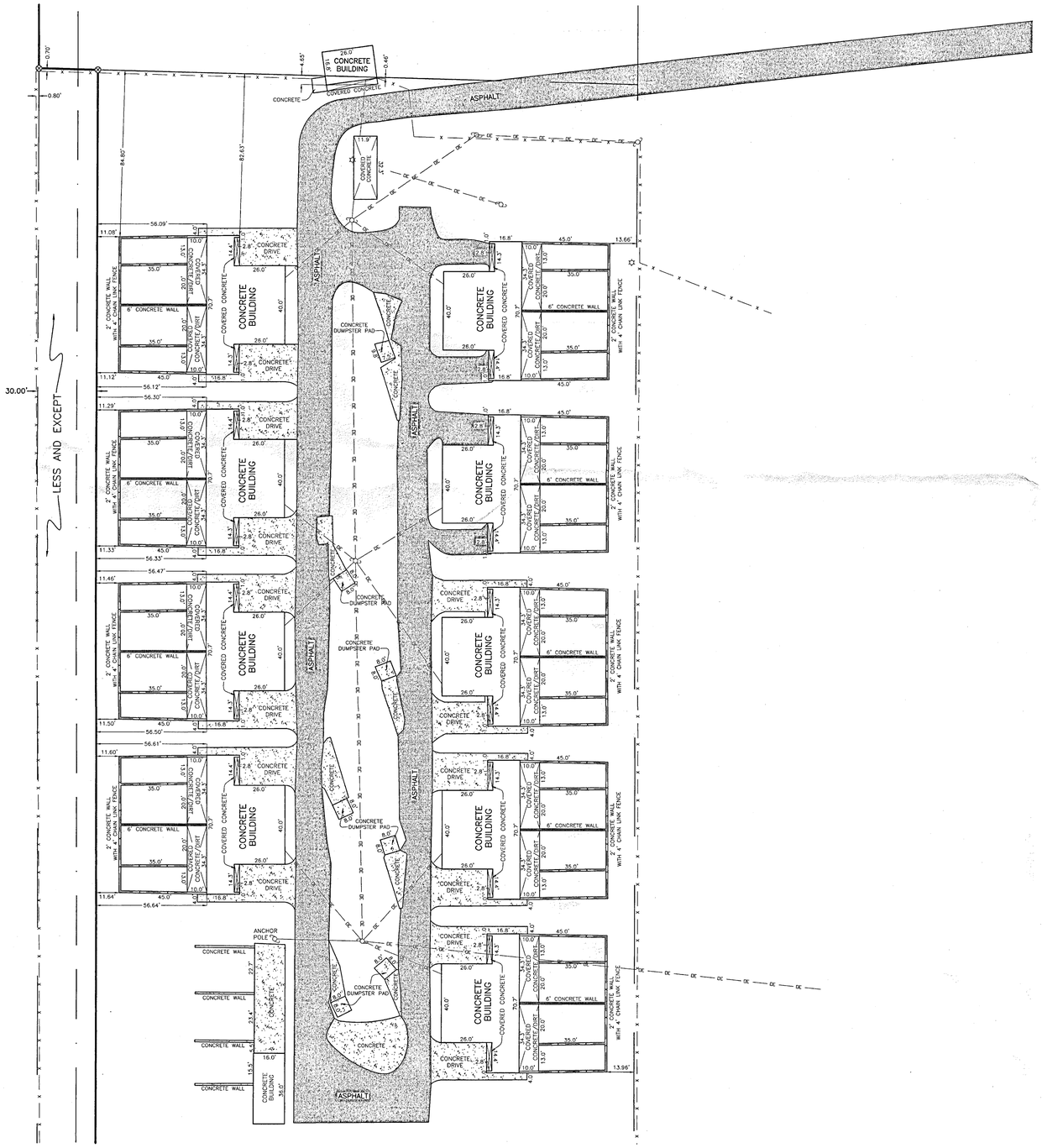
BOUNDARY SURVEY
OF A PORTION OF SECTION 25, TOWNSHIP–2–SOUTH, RANGE–31–WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: GARY HUSTON
PREPARED FOR: CLARK PARTINGTON HART

JOB NO.	SHEET
10–4295 –S–1	2 OF 3

BOUNDARY SURVEY

OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.



GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

DENOTES:

- ⊗ – 1/2" CAPPED IRON ROD, NUMBERED 7174 (PLACED)
- ● – 1/2" CAPPED IRON ROD, NUMBERED 7092 (FOUND)
- ● – 1/2" CAPPED IRON ROD, NUMBERED 1748 (FOUND)
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N
W E
S

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NO.	DATE	APPR.	REVISIONS:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

MERRILL PARKER SHAW, INC.
PROFESSIONAL ENGINEERING & SURVEYING SERVICES
4968 N. DAVIS HWY. PH: (850) 478-4823
PENSACOLA, FL 32503 FAX: (850) 478-4824
FLORIDA CORPORATION NUMBER 7174

SCALE: 1" = 30' | DRAWN: AES | CHECKED: EWP | DATE: 03/09/10

FIELD DATE: 2/22/10 – 3/4/10 FIELD BOOKS: 182, 183, PAGES: 1-5, 1-3

BOUNDARY SURVEY
OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: GARY HUSTON
PREPARED FOR: CLARK PARTINGTON HART

JOB NO.	SHEET
10-4295-S-1	3 OF 3

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LSA Ordinance 2020-02

Date: 6/17/2020

Date requested back by: 6/19/2020

Requested by: John C Fisher

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by Kia M. Johnson

Date Received: 6/17/2020

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 25, TOWNSHIP 2S, RANGE 31W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 25-2S-31-1303-000-000 TOTALING 88.24(+/-) ACRES, LOCATED ON DOG TRACK ROAD, FROM COMMERCIAL (C) TO MIXED USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2020-02."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

(A) A parcel of land which is located within Section 25, Township 2S, Range 31W, parcel number 25-2S-31-1303-000-000 and totaling 88.24 (+/-) acres, located on 951 Dog Track Road, as more particularly described in the Boundary Survey produced by Merrill Parker Shaw, Inc., E. Wayne Parker, a registered Florida land surveyor, dated 03/10/2010, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

THIS SPACE INTENTIONALLY BLANK

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kia M. Johnson, ACA

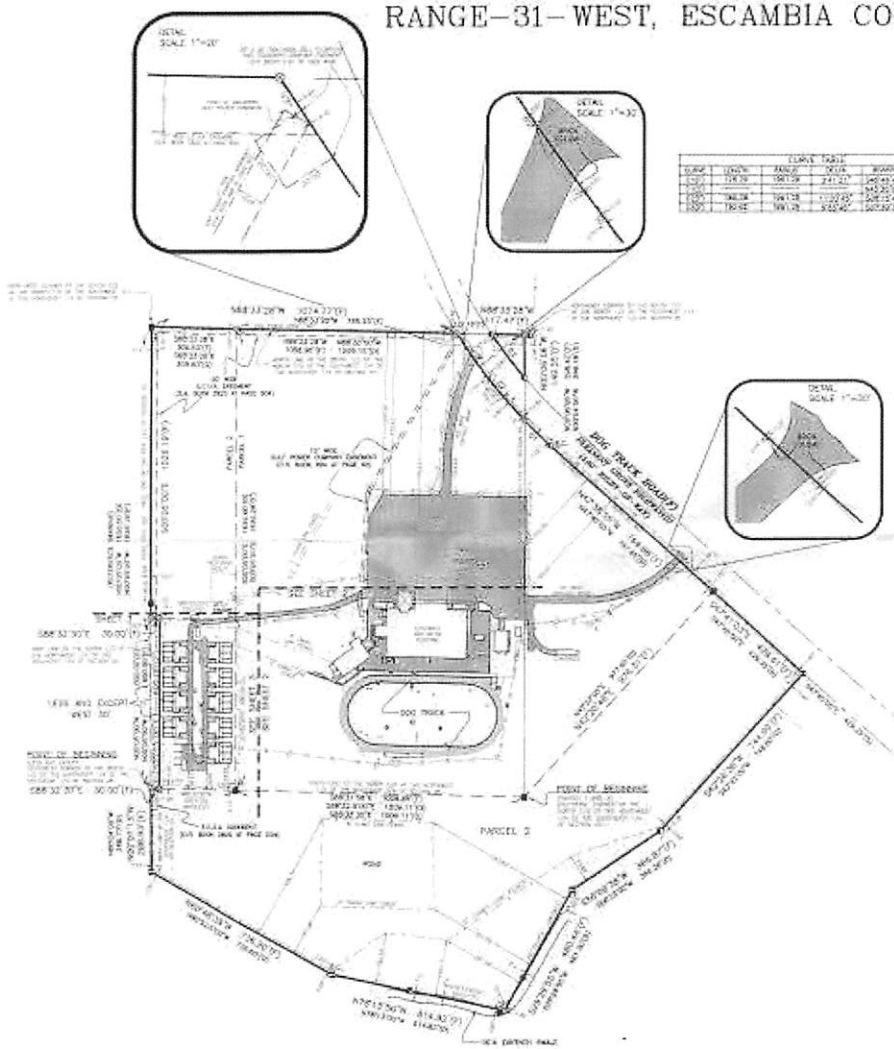
Dated: 06-17-2020

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

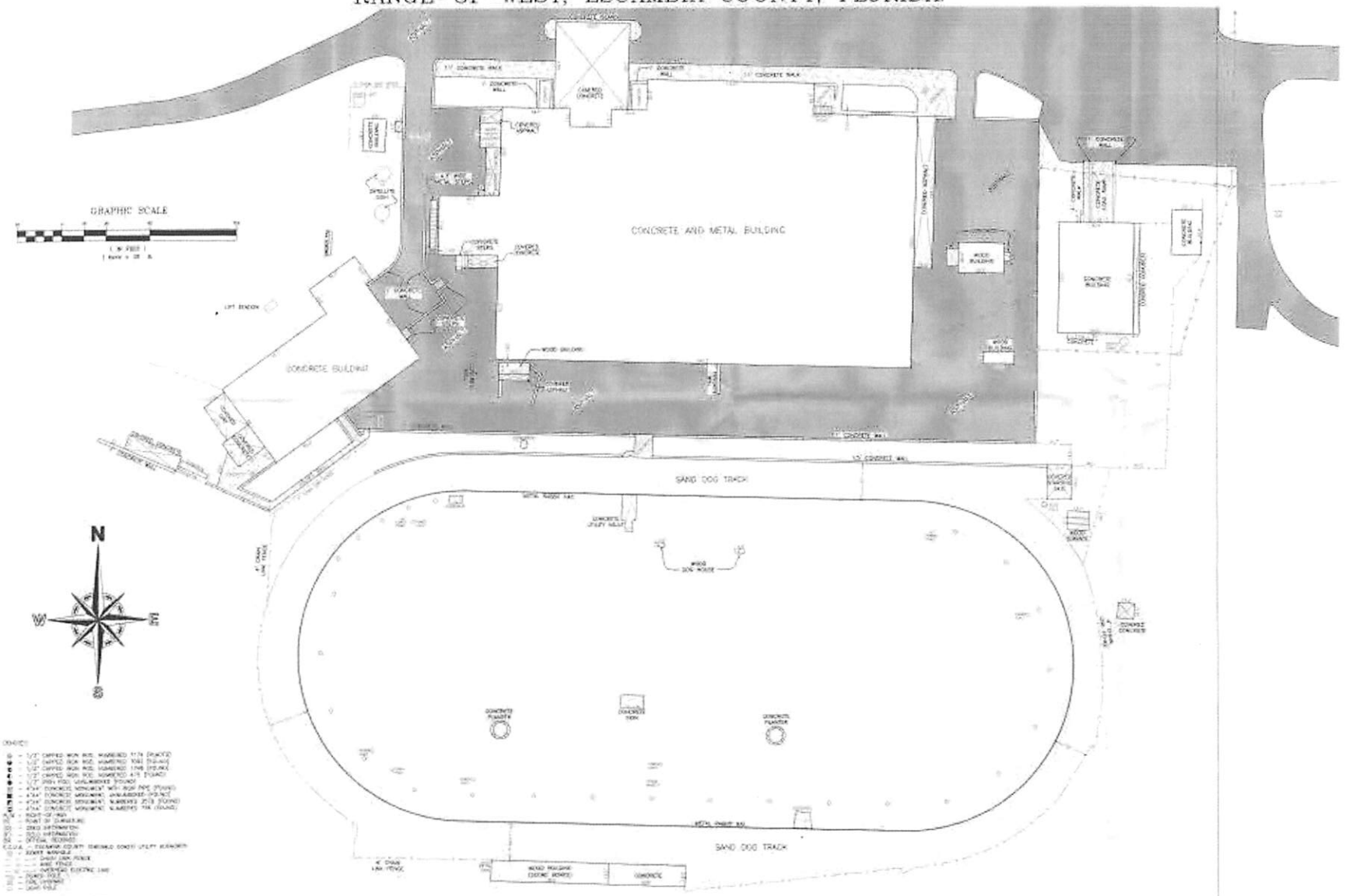
BOUNDARY SURVEY

OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.


DETAIL SCALE 1"=100'
DETAIL SCALE 1"=30'
DETAIL SCALE 1"=200'
BEGIN TRACK BOUNDARY
PARCEL 1
PARCEL 2
POINT OF BEGINNING
POINT OF BEGINNING
ROAD
SOD TRACK
SOD TRACK
SOD TRACK

BOUNDARY SURVEY

OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.



MERRILL PARKER SHAW, INC.
PROFESSIONAL ENGINEERING & SURVEYING SERVICES

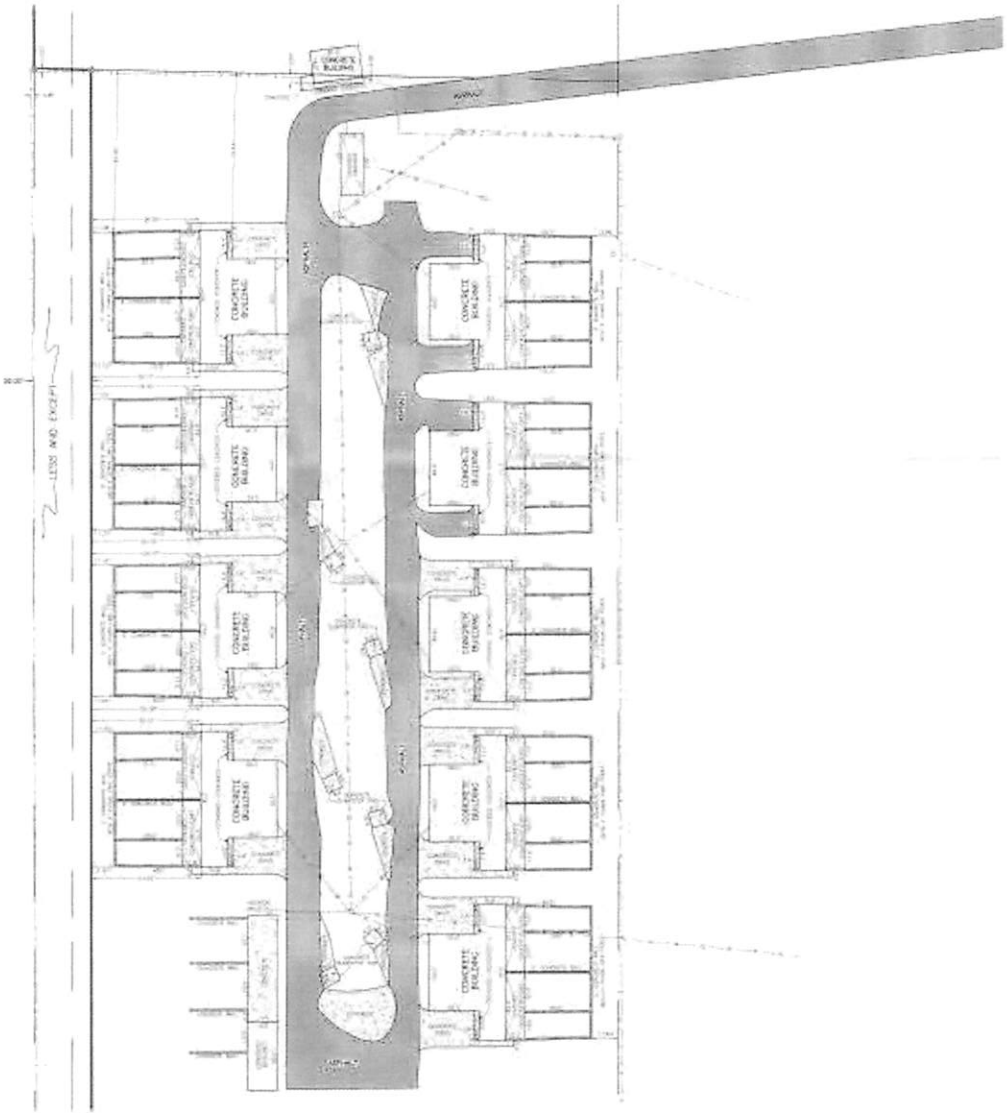
BOUNDARY SURVEY
OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH
RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA

SCALE: 1" = 30' | DRAWN: AES | DATE: 03/04/10
FIELD DATE: 2/22/10 - 3/4/10 | FIELD BOOKS: 142, 144 PAGES: 1-5, 1-3

REQUESTED BY: GARY HUSTON
PREPARED FOR: CLARK PARTINGTON HART

BOUNDARY SURVEY

OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH,
RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.



GRAPHIC SCALE





LEGEND

- FOUND 5/8" IRON ROD, NUMBERED 1171 (PLACED)
- FOUND 1/2" CAPPED IRON ROD, NUMBERED 7382 (PLACED)
- FOUND 1/2" CAPPED IRON ROD, NUMBERED 1758 (PLACED)
- FOUND 1/2" CAPPED IRON ROD, NUMBERED 475 (FOUND)
- FOUND 1/2" IRON ROD, UNNUMBERED (FOUND)
- FOUND 4"x4" CONCRETE MONUMENT WITH IRON PIPE (FOUND)
- FOUND 4"x4" CONCRETE MONUMENT, UNNUMBERED (FOUND)
- FOUND 4"x4" CONCRETE MONUMENT, NUMBERED 3978 (FOUND)
- FOUND 4"x4" CONCRETE MONUMENT, NUMBERED 726 (FOUND)
- POINT OF BEGINNING
- POINT OF COMMENCE
- DEED INFORMATION
- PLAT INFORMATION
- CENTERLINE
- ESCAMBIA COUNTY EMERALD COAST UTILITY AUTHORITY
- SURVEY MARKER
- COMPUTED POINT
- IRON STAKE
- OVERHEAD ELECTRIC LINE
- MONITOR WELL
- FIRE HYDRANT
- LIGHT POLE

NO	DATE	APPR	REVISION

MERRILL PARKER SHAW, INC.
PROFESSIONAL ENGINEERING & SURVEYING SERVICES
FLA. REG. CERTIFICATE NUMBER LB 6691

SCALE: 1" = 50' | DRAWN: AES | CHECKED: EBP | DATE: 03/29/10
FIELD DATE: 2/22/10 - 3/1/10 | FIELD BOOKS: 382, 383, PAGES 1-5, 1-1

BOUNDARY SURVEY
OF A PORTION OF SECTION 25, TOWNSHIP-2-SOUTH,
RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA.

REQUESTED BY: GARY HUSTON
PREPARED FOR: CLARK RAFFINGTON HART

JOB NO. 4751

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18813 **Growth Management Report 10. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 11/05/2020
Issue: Schedule of Public Hearing
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearing

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

December 10, 2020

5:45 p.m. - A Public Hearing - Morgan Cemetery Road Land Clearing Debris Disposal Facility

Summary: Review and approve, modify or deny the permit for Morgan Cemetery Road Yard Trash/Land Clearing Debris Disposal Facility located at 1950 Morgan Cemetery Road.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18843 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/05/2020
Issue: Community Redevelopment Agency Meeting Minutes, September 3, 2020
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 3, 2020 - Clara Long, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the September 3, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Lily Blackburn, CRA Redeveloper 1.

BACKGROUND:
On November 5, 2020, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:
No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:
Legal consideration is not necessary for this Recommendation.

PERSONNEL:
Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:
It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this Recommendation.

Attachments

September_CRA_Minutes

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
September 3, 2020
9:00 a.m.

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

Present:	Lumon May, Commissioner, District 3 - Chairman
	Jeff Bergosh, Commissioner, District 1
	Doug Underhill, Commissioner, District 2
	Robert Bender, Commissioner, District 4
	Steven Barry, Commissioner, District 5
Staff Present:	Alison Rogers, County Attorney
	Janice Gilley , County Administrator
	Clara Long, Department Director

Call to Order. 9:20 a.m.

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

Proof of publication

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

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 3, 2020 -Clara Long, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the September 3, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Lily

Blackburn, CRA Redeveloper 1.

Motion made by Commissioner, District 5, Steven Berry, Seconded by Commissioner, District 1, Jeff Bergosh
Vote: 5-0

III. Budget/Finance

1 Recommendation Concerning Residential Roof Program Funding and Lien Agreements – Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Roof Program Funding and Lien Agreements:

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

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

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

Motion made by Commissioner, District 5, Steven Barry, Seconded by Commissioner, District 1, Jeff Bergosh
Vote: 5-0

IV. Discussion/Information Items

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

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

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

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

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

This parcel is located in Commission District 3.

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

Motion made by Commissioner, District 1, Jeff Bergosh, Seconded by Commissioner, District 2, Doug Underhill
Vote: 5-0

Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18844 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/05/2020
Issue: Community Redevelopment Agency Meeting Minutes, October 1, 2020
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Community Redevelopment Agency Meeting Minutes, October 1, 2020 - Clara Long, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the October 1, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Lily Blackburn, CRA Redeveloper 1.

BACKGROUND:
On November 5, 2020, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:
No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:
Legal consideration is not necessary for this Recommendation.

PERSONNEL:
Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:
It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this Recommendation.

Attachments

October_CRA_Minutes

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
October 1, 2020
9:00 a.m.

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

Present:	Lumon May, Commissioner, District 3 - Chairman
	Jeff Bergosh, Commissioner, District 1
	Doug Underhill, Commissioner, District 2
	Robert Bender, Commissioner, District 4
	Steven Barry, Commissioner, District 5
Staff Present:	Alison Rogers, County Attorney
	Janice Gilley, County Administrator
	Clara Long, Department Director

Call to Order. 9:00 a.m.

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

Proof of publication

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

I. Public Forum

II. Technical/Public Service

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

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

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

Motion made by Commissioner, District 4, Robert Bender, Seconded by Commissioner, District 1, Jeff Bergosh
Vote: 5-0

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

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

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

Property Owners	Address	Amount
Thomas M. & Cynthia K. Kidder	6242 Appomattox Dr.	$4,350

Diana A. Rittenhouse	6234 Appomattox Dr.	$4,800
James L. & Colleen C. Vinson	7627 Las Vegas Ln.	$2,750
Robert F. & Carolyn A. Wilson	428 S. 1st St.	$430

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

Motion made by Commissioner, District 4, Robert Bender, Seconded by Commissioner, District 1, Jeff Bergosh
Vote: 5-0

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

That the Board take the following action concerning the Residential Roof Program Funding and Lien Agreements:

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

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

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

Motion made by Commissioner, District 4, Robert Bender, Seconded by Commissioner, District 1, Jeff Bergosh
Vote: 5-0

IV. Discussion/Information Items

Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18784 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/05/2020
Issue: Community Redevelopment Agency Meeting Minutes, October 1, 2020
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Renewal to the Memorandum of Understanding and Infrastructure Funding Agreement with CareerSource Escarosa and the Department of Education, Division of Vocational Rehabilitation - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Memorandum of Understanding and Infrastructure Funding Agreement:

A. Approve the renewal Memorandum of Understanding between CareerSource Escarosa and Florida Department of Education, Division of Vocational Rehabilitation. The Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 requires that Local Workforce Development Boards, with the agreement of the Chief Elected Officials, develop and enter into MOU with the local Board and the one-stop partners. The MOU renewal will become effective the date of the executed signature through June 30, 2023;

B. Approve the Infrastructure Funding Agreement (IFA) for the One-Stop Career Center System between CareerSource Escarosa (formerly Workforce Escarosa, Inc.) and Department of Education, Division of Vocational Rehabilitation. The IFA is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014. The IFA will become effective the date of the executed signature through June 30, 2023; and

C. Authorize the Chairman to sign the renewal Memorandum of Understanding and Infrastructure Funding Agreement and any additional documents associated with the process.

BACKGROUND:

In accordance the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-126 requires that the Local Workforce Development Boards, with the agreement of the Chief Elected Officials, develop and enter into Memorandums of Understanding (MOU) with the local Board and the one-stop partners. The Infrastructure Funding Agreement (IFA) is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014.

The MOU is made pursuant to the Rehabilitation Act of 1973, 29 U.S.C. S721(a) (11) and the Workforce Innovation and Opportunity Act of 2014, (WIOA) and is entered into by the Department of Education, Division of Rehabilitation (hereafter referred to as the Partner) and CareerSource Escarosa dba Workforce Escarosa, Inc (hereafter referred to as "CareerSource"), and the Chief Elected Officials of Escambia.

The initial MOU and Infrastructure Funding Agreement (IFA -Attachment to the MOU) between the Florida Department of Education - Division of Vocational Rehabilitation (VR) and CareerSource Escarosa was signed by Escambia County on October 17, 2017, and May 18, 2018, respectively. The terms set by VR stated, "This MOU is effective July 1, 2017, through June 30, 2020, and may be renewed for an additional three-year term," and "This IFA will become effective as of the date of signing by the final signatory and must terminate on June 30, 2020."

CareerSource Escarosa and its one-stop partner will continue to provide collaborative referrals between partners for appropriate services and activities, as well as methods to ensure the needs of workers and youths, including individuals with barriers to employment, have access to services through the one-stop delivery systerm. CareerSource Escarosa will serve as for the Workforce Innovation and Opportunity Act (WIOA) partner meetings.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Memorandum of Understanding and Infrastructure Funding Agreement has been reviewed and approved by the County Attorney's office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128.

IMPLEMENTATION/COORDINATION:

CareerSource Escarosa has coordinated with the Department of Neighborhood and Human Services in the submission of this request.

Attachments

11.5.2020 MOU Renewal Dept of Ed & Vocational Rehab

11.5.2020 IFA Renewal Dept of Ed & Vocational Rehab

CareerSource ESCAROSA

Steve Rhodes
Board Chairman

Marcus L. McBride, PhD
Chief Executive Officer

CareerSource Escarosa Item for Approval

Florida Department of Education, Division of Vocational Rehabilitation (VR) Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA) Renewal

Description: The Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 requires that Local Workforce Development Boards, with the agreement of the Chief Elected Officials, develop and enter into Memorandums of Understanding (MOU) with the local board and the one-stop partners. The Infrastructure Funding Agreement (IFA) is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014.

Requested action: That the County Commissioners of Escambia and Santa Rosa County approve the Florida Department of Education – Division of Vocational Rehabilitation MOU and IFA.

The initial MOU and Infrastructure Funding Agreement (IFA - Attachment to the MOU) between the Florida Department of Education – Division of Vocational Rehabilitation (VR) and CareerSource Escarosa was signed by Escambia County on October 17, 2017 and May 18, 2018, respectively. The terms set by VR stated, "This MOU is effective July 1, 2017 through June 30, 2020, and may be renewed for an additional three-year term," and "This IFA will become effective as of the date of signing by the final signatory and must terminate on June 30, 2020."

The County signed MOU No. IA-767, Amendment No. 2, Renewal No. 1 on July 21, 2020, but Vocational Rehabilitation nulled and void it due to timing to fully execute the document and issued a new MOU (No. SA-274) and Infrastructure Funding Agreement, which is attached for approval and signature.

Authority
Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128
Workforce Innovation and Opportunity Act (WIOA) of 2014

MEMORANDUM OF UNDERSTANDING
BETWEEN
CAREERSOURCE ESCAROSA d/b/a
WORKFORCE ESCAROSA
AND
FLORIDA DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
NO.: SA-274

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA), and is entered into by the Department of Education, Division of Vocational Rehabilitation (hereafter referred to as the Partner) and CareerSource Escarosa d/b/a/ Workforce Escarosa, Inc (hereafter referred to as "CareerSource"), and the Chief Elected Officials of Escambia and Santa Rosa County.

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one- stop customer service delivery system. TheOne-stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop System.

This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa Counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within the region.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

III. PROVISION OF SERVICES

A. The local area workforce board and the Chief Elected Officials of Escambia and Santa Rosa County have designated CareerSource to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable

activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TM); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.

3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.

5. Maintain the statewide "CareerSource" branding of each center.

6. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations.)

7. Provide an area for the Partner's meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource to provide access to its workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through theOne-stop System.

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

3. Coordinate with CareerSource for the potential funding of the infrastructure costs of the one- stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any infrastructure funding mechanism requirements issued by the State ofFlorida.

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stopSystem.

5. Provide CareerSource with monthly outcome numbers for performance data tracking.

6. Provide feedback to CareerSource management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

VI. INFRASTRUCTURE COSTS

Costs of the infrastructure of one-stop centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. The Department of Education, Division of Vocational Rehabilitation will transfer its total statewide infrastructure cost contribution, minus funds already committed through MOUs containing lease agreements, to the Department of Economic Opportunity for disbursal to local area workforce boards, as it deems appropriate.

VII. TERM

The term of this MOU shall commence on the date last executed by both parties through June 30, 2023. The parties agree to review this MOU no less than once every three-year period to ensure appropriate funding and delivery of services. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

VIII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

IX. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource, the Partner, and the Chief Elected Officials of Escambia and Santa Rosa Counties and no third party is an intended beneficiary.

X. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource and the region's Chief Elected Officials. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop System.

SIGNATURES

Santa Rosa County Commission:	CareerSource Escarosa:
_____ Signature	MLMcBride Signature
_____ Printed Name	Marcus L. McBride Printed Name
_____ Date	8/27/2020 Date

Vocational Rehabilitation (Partner):	Florida Department of Education (Partner):
_____ Signature	_____ Signature
Robert L. Doyle, III Director Division of Blind Services Printed Name	Richard Corcoran Commissioner of Education Printed Name
_____ Date	_____ Date

Escambia County Commission:

_____ Signature

Steven Barry, Chairman

_____ Printed Name

_____ Date

Approved as to form and legal sufficiency.

By/Title: Kim M. Johnson

Date: 10-20-2020

ATTACHMENT I TO THE MEMORANUM OF UNDERSTANDING
Between
Workforce Escarosa, Inc. dba CareerSource Escarosa
And the
Department of Education, Division of Vocational Rehabilitation

1. Effective Period

This Infrastructure Funding Agreement (IFA) is entered into on the date executed by all parties. This IFA will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2023.

2. Cost Allocation Methodology

Infrastructure costs per the annual budget, included as Exhibit I, are allocated by full time employee (FTE) for partners and programs that are physically located in the One-Stop Center. VR is responsible for contributing $3,005.00 annually based on an estimated .20 FTE presence.

3. Payment

CareerSource Escarosa shall submit to the Partners quarterly invoices such that the Partners will have covered all costs agreed to in this IFA by the end of the program year, June 30 annually. The Parties to this IFA intend to be bound by this agreement and agree to make payment of all such funds as indicated in Section V. Upon receipt of the above described invoices, the Partners shall process payment within 30 days.

4. Costs Reconciliation and Allocation

The One-Sop Operating Budget is subject to change based upon increases or decreases in infrastructure cost contained within. The actual infrastructure costs will be reconciled with those projected annually at the end of the fiscal year (June 30). Increases and decreases will be calculated and included in a separate invoice including reconciliation documentation, once the difference is determined.

5. Steps Utilized to Reach Consensus

The Partners and CareerSource conferred regarding the involvement of each partner at the CareerSource Centers. The appropriate allocation bases were discussed and those bases included in this IFA were agreed upon as the most appropriate. CareerSource proposed the initial Partner Contribution Amounts as described above and the Partners concurred with their proposal. Finally, the parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation and Allocation Base Update section above.

6. Dispute and Impasse Resolution

All parties will actively participate in local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, then the following Dispute Resolution process must be followed.

1. If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Partner organization, Partner or impose other remedies to resolve the issue.

If Partners in a local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism (SFM) is triggered and the IFA will be appealed through the process established by the governor for this purpose.

7. Modification Process

This IFA may be amended or modified with review and consent of all parties. Amendments and modifications must be issued in writing to all parties. All parties must be given a minimum of 30 days to comment prior to the inclusion of any amendment or modification. Oral amendments of modifications shall have no effect.

8. **Approval Signatures**

WORKFORCE ESCAROSA, INC.
DBA CAREERSOURCE ESCAROSA

Signature

Marcus L. McBride, PhD – Executive Director
Printed Name

Date

DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION

Signature

Allison Flanagan, Director
Printed Name

Date

SANTA ROSA COUNTY BOARD OF COMMISSIONERS

Signature

W. D. "Don" Salter, Chairman
Printed Name

Date

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

By: _____
Clerk

WORKFORCE ESCAROSA, INC.
DBA CAREERSOURCE ESCAROSA

Signature

Marcus L. McBride, PhD – Executive Director
Printed Name

Date

DEPARTMENT OF EDUCATION DIVISION OF VOCATIONAL REHABILITATION

Signature

Richard Corcoran, Commissioner of Education
Printed Name

Date

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Signature

Steven Barry, Chairman
Printed Name

Date

Approved as to form and legal sufficiency.
By/Title: Kim M. Johnson
Date: 10-20-2020

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

WORKFORCE ESCAROSA, INC.
INFRASTRUCTURE FUNDING AGREEMENT (IFA)
FY2020 ONE-STOP INFRASTRUCTURE COSTS (ACTUAL)

FTE'S	58.73	24.61	2.50	1.50	2.00	3.50	9.83	1.00	7.00	2.00	3.00	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
FTE Percentage	100.00%	41.9%	4.3%	2.6%	3.4%	6.0%	16.7%	1.7%	11.9%	3.4%	5.1%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%
Infrastructure	FY2019	WIOA	WIOA	WIOA				Military		Vets	Vets									
Costs	ACTUAL	Adult	DisWkr	Youth	ISPP	SNAP	WTP	Family	WP	DVOP	LVER	**ECSB**	**PSC**	**CAPC**	**SDSRC**	**NCBA**	**TCCC**	**VR**	**DBS**	**CS-JC**
Copier Costs	4,886	2,047	208	125	166	291	817	83	582	166	250	17	17	17	17	17	17	17	17	17
Equipment Rental	10,839	4,541	461	277	369	646	1,813	185	1,292	369	554	37	37	37	37	37	37	37	37	37
Insurance	25,927	10,862	1,104	662	883	1,545	4,337	441	3,090	883	1,324	88	88	88	88	88	88	88	88	88
Network/Technology	131,196	54,965	5,585	3,351	4,468	7,819	21,948	2,234	15,637	4,468	6,702	447	447	447	447	447	447	447	447	447
Phones/Internet	71,215	29,836	3,031	1,819	2,425	4,244	11,914	1,213	8,488	2,425	3,638	243	243	243	243	243	243	243	243	243
Rent/Utilities	527,893	221,162	22,471	13,483	17,977	31,460	88,312	8,988	62,919	20,225	24,717	1,798	1,798	1,798	1,798	1,798	1,798	1,798	1,798	1,798
Repairs/Maintenance	60,096	25,177	2,558	1,535	2,047	3,581	10,053	1,023	7,163	2,047	3,070	205	205	205	205	205	205	205	205	205
Supplies	50,225	21,042	2,138	1,283	1,710	2,993	8,402	855	5,986	1,710	2,566	171	171	171	171	171	171	171	171	171
Subtotal	**882,276**	**369,630**	**37,556**	**22,534**	**30,045**	**52,579**	**147,597**	**15,023**	**105,158**	**32,293**	**42,820**	**3,005**	**3,005**	**3,005**	**3,005**	**3,005**	**3,005**	**3,005**	**3,005**	**3,005**

Additional	Annual	WIOA	WIOA	WIOA				Military		Vets	Vets									
Costs	Budget	Adult	DisWkr	Youth	ISPP	SNAP	WTP	Family	WP	DVOP	LVER	**ECSB**	**PSC**	**CAPC**	**SDSRC**	**NCBA**	**TCCC**	**VR**	**DBS**	**CS-JC**
Other Programs	840,211	-	-	-	-	-	-	-	-	-	-									
Other One Stop Costs	226,775	63,594	-	-	9,414	-	110,159	6,118	31,169	3,962	2,359									
Program Management	359,145	189,615	10,780	13,659	24,263	12,959	75,118	5,561	16,543	4,532	6,116									
WIOA Direct Services	527,167	482,783	4,852	39,532	-	-	-	-	-	-	-									
Direct Client Support	1,145,370	996,880	21,783	1,087	23,350	63	102,207	-	-	-	-									
Program Services	1,110,467	199,276	-	9,453	149,669	40,636	659,968	20,629	17,421	5,216	8,199									
Service Provider Vendor Co	26,923	26,923	-	-	-	-	-	-	-	-	-									
Sub-Awards	860,550	-	-	860,550	-	-	-	-	-	-	-									
Subtotal	**5,096,607**	**1,959,072**	**37,415**	**924,281**	**206,695**	**53,658**	**947,451**	**32,308**	**65,133**	**13,710**	**16,674**	-	-	-	-	-	-	-	-	-

TOTAL	**5,978,883**	**2,328,702**	**74,971**	**946,815**	**236,740**	**106,237**	**1,095,048**	**47,331**	**170,291**	**46,003**	**59,494**	**3,005**	**3,005**	**3,005**	**3,005**	**3,005**	**3,005**	**3,005**	**3,005**	**3,005**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18793 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/05/2020
Issue: CareerSource Escarosa MOU and Infrastructure Funding Agreement
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Renewal of Memorandum of Understanding and Infrastructure Funding Agreement with CareerSource Escarosa and the Florida Department of Education, Division of Blind Services - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Memorandum of Understanding and Infrastructure Funding Agreement:

A. Approve the renewal Memorandum of Understanding between CareerSource Escarosa and Florida Department of Education, Division of Blind Services. The Workforce Innovation and Opportunity Act (WOIA), Public Law 113-128 requires that Local Workforce Development Boards, with the agreement of the Chief Elected Officials, develop and enter into MOU with the local Board and the one-stop partners. The MOU renewal will become effective the date of the executed signature through June 30, 2023;

B. Approve the Infrastructure Funding Agreement (IFA) for the One-Stop Career Center System between CareerSource Escarosa (formerly Workforce Escarosa, Inc.) and Department of Education, Division of Blind Services. The IFA is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014. The IFA will become effective the date of the executed signature through June 30, 2023; and

C. Authorize the Chairman to sign the renewal Memorandum of Understanding and Infrastructure Funding Agreement and any additional documents associated with this process.

BACKGROUND:

In accordance the Workforce Innovation and Opportunity Act ((WIOA), Public Law 113-128 requires that Local Workforce Development Boards, with Agreement of the Chief Elected Officials, develop and enter into Memorandums of Understanding (MOU) with the local Board and the one-stop partners. The Infrastructure Funding Agreement (IFA) is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014.

The initial MOU and Infrastructure Funding Agreement (IFA -Attachment to the MOU) between the Florida Department of Education - Division of Blind Services and CareerSource Escarosa was signed by Escambia County on March 20, 2018, and June 18, 2018, respectively. The terms set by the Blind Services stated, "This MOU is effective July 1, 2017, through June 30, 2020, and may be renewed for an additional three year term". "The term of the IFA shall commence on July 1, 2017, or the date last executed by both parties, whichever is later, through June 30, 2020".

CareerSource Escarosa and its one-stop partner will continue to provide collaborative referrals between partners for appropriate services and activities, as well as methods to ensure the needs of workers and youth, including individuals with barriers to employment, have access to services through the one-stop delivery system. CareerSource Escarosa will serve as for the Workforce Innovation and Opportunity Act (WIOA) partner meetings.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Memorandum of Understanding and Infrastructure Funding Agreement has been reviewed and approved by the County Attorney's office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Workforce Innovation and Opportunity (WIOA), Public Law 113-128
Workforce Innovation and Opportunity (WIOA) of 2014.

IMPLEMENTATION/COORDINATION:

CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in the submission of this request.

Attachments

11.5.2020 MOU Renewal Dept of Ed & Blind Services
11.5.2020 IFA Renewal Dept of Ed & Blind Services

CareerSource ESCAROSA

Steve Rhodes
Board Chairman

Marcus L. McBride, PhD
Chief Executive Officer

CareerSource Escarosa Item for Approval

Florida Department of Education, Division of Blind Services Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA) Renewal

Description: The Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 requires that Local Workforce Development Boards, with the agreement of the Chief Elected Officials, develop and enter into Memorandums of Understanding (MOU) with the local board and the one-stop partners. The Infrastructure Funding Agreement (IFA) is made pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014.

Requested action: That the County Commissioners of Escambia and Santa Rosa County approve the Florida Department of Education – Division of Blind Services MOU and IFA.

The initial MOU and Infrastructure Funding Agreement (IFA - Attachment to the MOU) between the Florida Department of Education – Division of Blind Services and CareerSource Escarosa was signed by Escambia County on March 20, 2018 and June 18, 2018, respectively. The terms set by Blind Services stated, “This MOU is effective July 1, 2017 through June 30, 2020, and may be renewed for an additional three-year term,” and "The term of the IFA shall commence on July 1, 2017, or the date last executed by both parties, whichever is later, through June 30, 2020.”

Authority
Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128
Workforce Innovation and Opportunity Act (WIOA) of 2014

MEMORANDUM OF UNDERSTANDING

between

Workforce Escarosa, Inc.

dba CareerSource Escarosa

and

Florida Department of Education, Division of Blind Services

SA-121

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a) (11) and the Workforce Innovation and Opportunity Act (WIOA) of 2014, is entered into between the **Florida Department of Education, Division of Blind Services**, (hereafter referred to as the "Partner") and Workforce Escarosa, Inc. d/b/a CareerSource Escarosa, (hereafter referred to as **CareerSource Escarosa**).

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one- stop customer service delivery system. The One-stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Escarosa and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop System.

This agreement is intended to coordinate resources, prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa Counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training and other workforce development services within Escambia and Santa Rosa Counties, Florida.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

III. PROVISION OF SERVICES

A. The Chief Elected Officials of Escambia and Santa Rosa Counties have designated CareerSource Escarosa as the entity to serve as the grant sub-recipient and fiscal agent to assist in the administration of WIOA funds and other funds allocated to LWDA 1 by federal and state workforce programs.

CareerSource Escarosa will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

2. Coordinate with the Partner to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF); Supplemental Nutrition Assistance Program (SNAP); Adult Education and Family Literacy Act programs; Perkins Act programs and Vocational Rehabilitation.

3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance with §678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida. *Under the WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one-stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. The IFA is attached to this MOU as Addendum 1, including its Attachment A, One-Stop Operating Budget.*

5. Maintain the statewide "CareerSource" branding of each center.

6. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 7:30 a.m. until 4:30 p.m., Monday through Friday (excluding recognized holidays and emergency situations.)

7. Provide an area for the Partner's meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource Escarosa to provide access to its workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System.

2. Coordinate with CareerSource Escarosa to ensure that the needs of job seekers, youth and individuals with barriers to employment, including individuals with disabilities, are addressed in

providing access to services, including access to technology and materials that are available through the One-stop System.

3. Coordinate with CareerSource Escarosa for the funding of the infrastructure costs of the one- stop career centers in accordance with §678.700 through §678.755 and the funding of shared services and operating costs in accordance with §678.760 and any infrastructure funding mechanisms issued by the State of Florida. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720. *Under the WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one-stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. The IFA is attached to this MOU as Addendum 1, including its Attachment A, One-Stop Operating Budget.*

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.

5. Provide CareerSource Escarosa with outcome numbers for performance data tracking. Participate in local recruiting events and share information with one another on placement and performance.

6. Provide feedback to CareerSource Escarosa management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in CareerSource Escarosa Career Center periodic meetings to provide updates on the partner's programs and procedures to CareerSource staff.

8. Provide a key leadership representative of the Partner for representation in the CareerSource Escarosa WIOA Partner's Council and participate in quarterly meetings of The Council.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

VI. TERM

The term of this MOU shall commence on July 1, 2020, or the date last executed by both parties, whichever is later, through June 30, 2023, and may be renewed for an additional three-year term. This MOU may be

terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed or amended orally, but only by an instrument in writing signed by all of the parties to this Agreement.

VII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

VIII. ACCESS FOR INDIVIDUALS WITH BARRIERS TO EMPLOYMENT

Career Source Escarosa one stop system partners will ensure access for individuals with barriers to employment and will offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are skills deficient for individualized career services and training services funded with WIOA adult funds.

IX. NON-DISCRIMINATION

As required by federal and state law, participating agencies will assure that no person shall be discriminated against in consideration for or receipt of partner agency services and/ or employment based upon sex, disability, race, color, age, religion, national origin, political affiliation, belief, veteran status, familial status, sexual orientation, gender identity, pregnancy, or genetic information.

The One-Stop system partner will assure compliance with the Americans with Disabilities Act of 1990, and its Amendments, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

Partners agree to comply fully with the WIOA, Title VII of the civil rights act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities and The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Escarosa, the Partner, and the Chief Elected Officials of Escambia and Santa Rosa Counties and no third party is an intended beneficiary.

XI. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource Escarosa and the region's Chief Elected Officials. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop System.

XII. DISPUTE RESOLUTION

1. If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Partner organization, or impose other remedies to resolve the issue.

XIII. SIGNATURES

APPROVED BY: CareerSource Escarosa		APPROVED BY PARTNER: Florida Department of Education	
By:	[signature]	By:	
Name:	Marcus L. McBride, PhD	Name:	Richard Corcoran
Title:	Chief Executive Officer	Title:	Commissioner of Education
Date:	9/8/20	Date:	

By: _____

Name: Robert L. Doyle, III

Title: Div of Blind Services Director

Date: _____

SANTA ROSA COUNTY BOARD OF COMMISSIONERS

_____
Signature

W.D. "Don" Salter, Chairman
Printed Name

_____
Date

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

By: _____
Clerk

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

_____
Signature

Steven Barry, Chairman
Printed Name

_____
Date

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kim M. Johnson
Date: 10-20-2020

INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP CAREER CENTER SYSTEM
BETWEEN THE DEPARTMENT OF EDUCATION
AND WORKFORCE ESCAROSA, INC.

I. PARTIES

This Infrastructure Funding Agreement ("IFA"), is made pursuant to the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), and is entered into by the Florida Department of Education, Division of Blind Services (hereafter referred to as the Partner) and WorkForce Escarosa, Inc. (hereafter referred to as "CareerSource").

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The one-stop system assures coordination between the activities authorized in and linked to this Act.

The purpose of this IFA is to describe the infrastructure cost responsibilities of the Parties to provide for the maintenance of effective and successful one-stop system. This agreement is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa counties.

The parties to this document agree to coordinate and perform the responsibilities described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

III. INFRASTRUCTURE COST BUDGET

Refer to the Infrastructure Funding Agreement Attachment A.

IV. COST ALLOCATION METHODOLOGY

CareerSource selected Infrastructure costs per the annual budget are allocated by FTE for partners and programs that are physically located in the One-Stop Center, as outlined in Attachment A. This was done in an effort:

a) To remedy the imbalance of non-physically represented partners, and

b) To comply with the requirement of partners' contributions having to be in proportion to the partners' use of the one-stop center(s) and relative benefit received.

V. ALLOCATION BASIS PER COST ITEM

Refer to the Infrastructure Funding Agreement Attachment A.

VI. PARTNER CONTRIBUTION AMOUNTS

The Partner will be responsible for .2 FTE based on the Partner's benefit from and presence in the CareerSource center. This amounts to a total cost of $3,005 for the Partner. See Attachment A.

This will be handled through in-kind services where the Partner Agency will provide training for all front line CareerSource staff at least one time during the program year. Such training will be designed to help staff better understand the obstacles faced by vision impaired individuals when seeking employment assistance through a career center. Training shall also be designed to improve the knowledge base of front line CareerSource staff as to resources available to assist individuals with vision impairment.

VII. COST RECONCILIATION AND ALLOCATION BASE UPDATE

All Parties agree that a quarterly reconciliation of budgeted and actual costs and update of the allocation bases will be completed in accordance with the following process:

1. Partners will provide CareerSource with the following information no later than fifteen (15) days after the end of each quarter, as applicable:
   - Quarterly cost information and documentation of the actual costs,
   - Updated staffing information (per the 1st day of the 1st month of each quarter), and
   - Actual customer participation numbers (per the last day of the last month of each quarter).
2. Upon receipt of the above information, CareerSource will:
   - Compare budgeted costs to actual costs,
   - Update the allocation bases, and
   - Apply the updated allocation bases, as described in the Cost Allocation Methodology section above, to determine the actual costs allocable to each partner.
3. CareerSource will prepare an updated budget document showing cost adjustments and will prepare an invoice for each Partner with the actual costs allocable to each Partner for the quarter.
4. CareerSource will submit the invoices to the Partners and send a copy of the updated budget to all Parties no later than forty-five (45) days after the end of each quarter. The Partners understand that the timeliness of CareerSource's preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each Partner in providing the necessary cost information. For Partners that advance funds to the local area, CareerSource will only send a copy of the updated budget.
5. Upon receipt of the invoice and adjusted budget, each Partner will review both documents and will submit payment to CareerSource no later than fifteen (15) days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For Partners that advance funds to the local area, CareerSource may draw down funds for quarterly payments upon approval via email of the reconciled budget.
6. Partners will communicate any disputes with costs in the invoice or the adjusted budget CareerSource in writing. CareerSource will review the disputed cost items and respond accordingly to the Partner within ten (10) days of receipt of notice of the disputed costs. When necessary, CareerSource will revise the invoice and the adjusted budget upon resolution of the dispute.

VIII. STEPS UTILIZED TO REACH CONSENSUS

The Partners and CareerSource conferred regarding the involvement of each partner at the CareerSource Centers. The appropriate allocation bases were discussed and those bases included in this IFA were agreed upon as the most appropriate. CareerSource proposed the initial Partner Contribution Amounts as described above and the Partners concurred with their proposal. Finally, the parties discussed the best mechanisms by which to review and reconcile actual expenses in the future and agreed to the term included in the Cost Reconciliation and Allocation Base Update section above.

IX. DISPUTE RESOLUTION

1. If an issue arises involving this IFA, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.

2. If not resolved, the issue and the efforts to resolve will be documented and forwarded to the President/CEO of CareerSource and the Director of the Partner organization. A joint decision shall be issued within 60 calendar days of receipt.

3. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to the President/CEO of CareerSource and to the Director of the Partner organization, or impose other remedies to resolve the issue.

X. MODIFICATION PROCESS

This IFA may be amended or modified with review and consent of all parties. Amendments and modifications must be issued in writing to all parties. All parties must be given a minimum of 30 days to comment prior to the inclusion of any amendment or modification. Oral amendments or modifications shall have no effect.

XI. EFFECTIVE PERIOD

This IFA is entered into on the date executed by all parties. The term of this IFA shall commence on July 1, 2020, or the date last executed by both parties, whichever is later, through June 30, 2023.

XII. PAYMENT METHODOLOGY

Career Source shall submit to the Partners quarterly invoices such that the Partners will have covered all costs agreed to in this IFA by the end of the program year, June 30 annually. The Parties to this IFA intend to be bound by this agreement and agree to make payment of all such funds as indicated in Section VI. Upon receipt of the above described invoices, the Partners shall process payment within 30 days.

SIGNATURES

[WorkForce Escarosa, Inc
D/B/A CareerSource Escarosa]:

Signature

Marcus L. McBride, Chief Executive Director
Printed Name

9/8/20
Date

Department of Education (Partners):

Signature

Richard Corcoran, Commissioner of Education
Printed Name

Date

Signature

Robert L. Doyle, Division of Blind Services Director
Printed Name

Date

[Santa Rosa County Board of Commissioners]:	[Escambia County Board of Commissioners]:
Signature	Signature
W.D. "Don" Salter, Chairman Printed Name	Steven Barry, Chairman Printed Name
Date	Date
ATTEST: Donald C. Spencer Clerk of the Circuit Court	ATTEST: Pam Childers
By: _____ Clerk	By: _____ Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kia M. Johnson
Date: 10-20-2020

WORKFORCE ESCAROSA, INC.
INFRASTRUCTURE FUNDING AGREEMENT (IFA)
FY2020 ONE-STOP INFRASTRUCTURE COSTS (ACTUAL)

FTE's	58.73	24.62	2.50	1.50	2.00	3.50	9.83	1.00	7.00	2.00	3.00	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
FTE Percentage	100.00%	41.9%	4.3%	2.6%	3.4%	6.0%	16.7%	1.7%	11.9%	3.4%	5.1%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.5%	0.3%	0.3%
Infrastructure Costs	FY2019 ACTUAL	WIOA Adult	WIOA Dis/Wkr	WIOA Youth	ISPP	SNAP	WTP	Military Family	WP	Vets DVOP	Vets LVER	ECSB	PSC	CAPC	SDSRC	NCBA	TCCC	VR	DBS	CS-JC
Copier Costs	4,886	2,047	208	125	166	291	817	83	582	166	250	17	17	17	17	17	17	17	17	17
Equipment Rental	10,839	4,543	461	277	369	646	1,813	185	1,292	369	554	37	37	37	37	37	37	37	37	37
Insurance	25,927	10,862	1,104	662	883	1,545	4,337	441	3,090	883	1,324	88	88	88	88	88	88	88	88	88
Network/Technology	131,296	54,965	5,585	3,351	4,468	7,819	21,948	2,234	15,637	4,468	6,702	447	447	447	447	447	447	447	447	447
Phones/Internet	71,215	29,836	3,031	1,819	2,425	4,244	11,914	1,213	8,488	2,425	3,638	243	243	243	243	243	243	243	243	243
Rent/Utilities	527,893	221,162	22,471	13,483	17,977	31,460	88,312	8,988	62,919	20,225	24,717	1,798	1,798	1,798	1,798	1,798	1,798	1,798	1,798	1,798
Repairs/Maintenance	60,096	25,177	2,558	1,535	2,047	3,581	10,053	1,023	7,163	2,047	3,070	205	205	205	205	205	205	205	205	205
Supplies	50,225	21,042	2,138	1,283	1,710	2,993	8,402	855	5,986	1,710	2,566	171	171	171	171	171	171	171	171	171
Subtotal	882,376	369,630	37,556	22,534	30,045	52,579	147,597	15,023	105,158	32,293	42,820	3,005	3,005	3,005	3,005	3,005	3,005	3,005	3,005	3,005

Additional Costs	Annual Budget	WIOA Adult	WIOA Dis/Wkr	WIOA Youth	ISPP	SNAP	WTP	Military Family	WP	Vets DVOP	Vets LVER	ECSB	PSC	CAPC	SDSRC	NCBA	TCCC	VR	DBS	CS-JC
Other Programs	840,211	-	-	-	-	-	-	-	-	-	-									
Other One Stop Costs	226,775	63,584	-	-	9,414	-	110,159	6,118	31,169	3,963	2,369									
Program Management	358,145	189,615	20,780	13,659	24,263	12,999	75,118	5,561	16,549	4,532	6,116									
WIOA Direct Services	537,167	482,783	4,852	39,532	-	-	-	-	-	-	-									
Direct Client Support	1,145,370	996,880	21,783	1,087	23,350	63	102,207	-	-	-	-									
Program Services	1,110,467	199,276	-	8,453	149,668	40,636	658,968	30,629	17,421	5,718	8,199									
Service Provider Vendor C	26,923	26,923	-	-	-	-	-	-	-	-	-									
Sub-Awards	860,550	-	-	860,550	-	-	-	-	-	-	-									
Subtotal	5,096,007	1,959,072	47,415	924,281	206,695	53,658	947,451	32,308	65,139	13,710	16,674	-	-	-	-	-	-	-	-	-

TOTAL	5,978,883	2,328,702	74,971	946,815	236,740	106,237	1,095,048	47,331	170,291	46,003	59,494	3,005	3,005	3,005	3,005	3,005	3,005	3,005	3,005	3,005

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18866 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/05/2020
Issue: 2021 Board of County Commissioners' Meeting/Committee of the Whole Schedule
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the 2021 Board of County Commissioners' Meeting/Committee of the Whole Schedule - Janice P. Gilley, County Administrator

That the Board approve the 2021 Board of County Commissioners' Meeting/Committee of the Whole Schedule, as submitted.

BACKGROUND:
Each year, the Board of County Commissioners approve their annual meeting schedule.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

2021 BCC-COW Meeting Schedule

2021 MEETING SCHEDULE
BOARD OF COUNTY COMMISSIONERS/COMMITTEE OF THE WHOLE
WORKSHOPS

MEETING	DATE	TIME	CAR DEADLINE 9:00 A.M.	COMMITTEE OF THE WHOLE DEADLINE 9:00 A.M.
Regular Board Meeting	January 7, 2021	5:30 p.m.	December 14, 2020	
Committee of the Whole	January 14, 2021	9:00 a.m.		January 8, 2021
Regular Board Meeting	January 21, 2021	9:00 a.m.	January 11, 2021	
Regular Board Meeting	February 4, 2021	5:30 p.m.	January 25, 2021	
Committee of the Whole	February 11, 2021	9:00 a.m.		February 5, 2021
Regular Board Meeting	February 18, 2021	9:00 a.m.	February 8, 2021	
Regular Board Meeting	March 4, 2021	5:30 p.m.	February 22, 2021	
Committee of the Whole	March 11, 2021	9:00 a.m.		March 5, 2021
Regular Board Meeting	March 25, 2021	9:00 a.m.	March 15, 2021	
Regular Board Meeting	April 8, 2021	5:30 p.m.	March 26, 2021	
Committee of the Whole	April 15, 2021	9:00 a.m.		April 9, 2021
Regular Board Meeting	April 22, 2021	9:00 a.m.	April 12, 2021	
Regular Board Meeting	May 6, 2021	5:30 p.m.	April 26, 2021	
Regular Board Meeting	May 20, 2021	9:00 a.m.	May 10, 2021	
Regular Board Meeting	June 3, 2021	5:30 p.m.	May 24, 2021	
Committee of the Whole	June 10, 2021	9:00 a.m.		June 4, 2021
Regular Board Meeting	June 17, 2021	9:00 a.m.	June 7, 2021	
Regular Board Meeting	July 8, 2021	5:30 p.m.	June 28, 2021	
Committee of the Whole	July 15, 2021	9:00 a.m.		July 9, 2021
Regular Board Meeting	July 22, 2021	9:00 a.m.	July 12, 2021	
Regular Board Meeting	August 5, 2021	5:30 p.m.	July 26, 2021	
Committee of the Whole	August 12, 2021	9:00 a.m.		August 6, 2021
Regular Board Meeting	August 19, 2021	9:00 a.m.	August 9, 2021	
Regular Board Meeting	September 2, 2021	5:30 p.m.	August 23, 2021	
Committee of the Whole	September 9, 2021	9:00 a.m.		September 3, 2021
Regular Board Meeting	September 16, 2021	9:00 a.m.	September 3, 2021	
Regular Board Meeting	October 7, 2021	5:30 p.m.	September 27, 2021	
Committee of the Whole	October 14, 2021	9:00 a.m.		October 8, 2021
Regular Board Meeting	October 21, 2021	9:00 a.m.	October 11, 2021	
Regular Board Meeting	November 4, 2021	5:30 p.m.	October 25, 2021	
*Committee of the Whole	November 9, 2021	9:00 a.m.		November 1, 2021
Regular Board Meeting	November 18, 2021	9:00 a.m.	November 5, 2021	
Regular Board Meeting	December 2, 2021	5:30 p.m.	November 15, 2021	
Committee of the Whole	December 9, 2021	9:00 a.m.		December 3, 2021
Regular Board Meeting	January 6, 2022	5:30 p.m.	December 13, 2021	
Committee of the Whole	January 13, 2022	9:00 a.m.		January 7, 2022
Regular Board Meeting	January 20, 2022	9:00 a.m.	January 10, 2022	

*Committee of the Whole date changed due to Veteran's Day Holiday

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18797 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/05/2020
Issue: 2021 Holiday Calendar
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Approval and Adoption of the 2021 Holiday Calendar - Janice P. Gilley, County Administrator

That the Board approve and adopt the 2021 Holiday Calendar.

BACKGROUND:
Each year, the annual holiday calendar is approved by the Board.

BUDGETARY IMPACT:
Any additional costs associated with this holiday calendar will be supported by the departmental budgets.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
In accordance with the BCC Human Resources Policies and Procedures, Section 4.4, subject to the approval of the County Administrator, one holiday may be exchanged for another, provided the total number of holidays is kept equitable among all employees.

IMPLEMENTATION/COORDINATION:

The calendar will be posted for the community.

Attachments

2021 Holiday Calendar

BCC 2021 HOLIDAY CALENDAR

New Year's Day	Friday, January 1, 2021
Martin Luther King, Jr. Day	Monday, January 18, 2021
Presidents' Day	Monday, February 15, 2021
Good Friday	Friday, April 2, 2021
Memorial Day	Monday, May 31, 2021
Independence Day	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021
Veterans Day	Thursday, November 11, 2021
Thanksgiving	Thursday, November 25, 2021
	Friday, November 26, 2021
Christmas Holidays (Observed)	Thursday, December 23, 2021
	Friday, December 24, 2021
New Year's Holidays (Observed)	Thursday, December 30, 2021
	Friday, December 31, 2021
Martin Luther King, Jr. Day	Monday, January 17, 2022

In accordance with the BCC Human Resources Policies and Procedures, Section 4.4, subject to the approval of the County Administrator, one holiday may be exchanged for another provided the total number of holidays is kept equitable among all employees.

www.myescambia.com/events

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18790 **County Administrator's Report 10. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/05/2020
Issue: Modification #1 to Subgrant Agreement Between the Division of Emergency Management and Escambia County
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Modification #1 to the Subgrant Agreement Between the Division of Emergency Management and Escambia County - Jason Rogers, Public Safety Department Director

That the Board approve and authorize the Chairman to sign Modification #1 to the Subgrant Agreement between the Division of Emergency Management and Escambia County, regarding Escambia County Fire Rescue's request to extend the Agreement for 10 months, ending June 30, 2021.

BACKGROUND:

The State of Florida Division of Emergency Management distributes Grants for the sustainment of the State's Hazardous Materials Teams. The State issues these funds to counties as sub-recipients to be used for training and sustainment of those teams. Escambia County Fire Rescue has a Hazardous Materials Waste Team. The Grant funds will be used to support the sustainment of the teams' equipment and training.

BUDGETARY IMPACT:

Funding for the Contract is 100% Grant-funded, with no local match required. The budget funds have already been appropriated and will be expended for Hazmat training and equipment sustainment.

[Funding: Fund 110, Hazmat Technical Resource, Cost Center 330232]

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement has been reviewed by Senior Assistant County Attorney Kristin Hual and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of Agreements.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this extension shall become effective for the expressed term.

Attachments

Modification #1

MODIFICATION #1 TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND ESCAMBIA COUNTY

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Escambia County ("Recipient"), to modify Contract Number **20-DS-01-01-27-01-012**, which began on October 30, 2019 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Recipient under the State Homeland Security Grant program of **$136,513.00**;

WHEREAS, the Agreement expired on August 31, 2020; and,

WHEREAS, the Division and the Recipient desire to reinstate and extend the terms of the Agreement.

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

   This Agreement shall begin upon execution by both parties and shall end on June 30, 2021, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement..

3. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: ESCAMBIA COUNTY

By: _____

Name and Title: Steven Barry, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-09-2020

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Jared Moskowitz, Director**

Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18791 **County Administrator's Report 10. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/05/2020
Issue: Memorandum of Understanding between Escambia County Fire Rescue and the United States Special Operations Command
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding Between Escambia County Fire Rescue and the United States Special Operations Command - Jason Rogers, Public Safety Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Understanding (MOU) by and between Escambia County Fire Rescue and the United States Special Operations Command (USSOCOM), that identifies parameters, roles and responsibilities for the unpaid developmental internship program to provide educational experience and learning opportunities that will enable them to develop their technical skills and business knowledge, to expand their understanding of Escambia County Fire Rescue, and to learn about different career paths that may be available.

BACKGROUND:

Pensacola being a military community has always encouraged volunteerism. Often military personnel are willing to serve in the community they live. Escambia County Fire Rescue has benefitted greatly from the military members assigned to the local bases for many years. These men and women bring value into the organization having come from a regimented schedule, familiarization with the chain-of-command, service, and sacrifice. The fire department, the County, and most of all the citizens prosper from this resource. We are enhancing a long-time tradition of recruiting members of the military. These are active duty and service members retiring from the military to join ECFR as volunteers and/or career firefighters. This is a wonderful resource for ECFR to continue to recruit volunteer and career firefighters through a consistent process.

BUDGETARY IMPACT:

There are no recurring automatic expenses associated with this MOU.

LEGAL CONSIDERATIONS/SIGN-OFF:

Senior Assistant County Attorney, Stephen G. West approved the MOU as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires such documents to be approved by it.

IMPLEMENTATION/COORDINATION:

Oversight and any potential implication of the MOU will be coordinated by Volunteer Coordinator, Mike Aaron, Escambia County Fire Rescue, in cooperation with USSOCOM.

Attachments

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN

UNITED STATES SPECIAL OPERATIONS COMMAND

AND

ESCAMBIA COUNTY

FOR

WARRIOR CARE PROGRAM INTERNSHIP INITIATIVE

This is a Memorandum of Understanding (MOU) between U.S. Special Operations Command (USSOCOM) and Escambia County (County). When referred to collectively, USSOCOM and Escambia County are referred to as the "Parties."

1. PURPOSE: The purpose of this Memorandum of Understanding (MOU) is to set forth a cooperative understanding of support between USSOCOM and Escambia County in Pensacola, FL. The service and support provided herein will be on a non-reimbursable basis and the relationship will be guided by the following authorities:

1.1. 10 U.S. Code §1143, Employment assistance.

1.2. DOD Instruction (DODI) 1322.29, Job Training, Employment Skills Training, Apprenticeships, and Internships (JEST-AI) for Eligible Service Members, January 24, 2014. Department of Defense Instruction (DoDI) 1300.25, Guidance for the Education and Employment Initiative (E21) and Operation WARFIGHTER (OWF), March 25, 2013.

1.3. Secretary of Defense Memorandum, U.S. Special Operations Command Authority to Implement Employment Skills Training Programs under Fiscal Year 2012 NDAA, June 29, 2012.

1.4. DoDI 4000.19, Support Agreements, April 25, 2013 Incorporating. Change 2 August 31, 2018.

2. **BACKGROUND:**

2.1. The USSOCOM Warrior Care Program (WCP) Internship Initiative was implemented to mutually benefit Special Operations Forces (SOF) Service Members (SMs) and the County. The WCP Internship Initiative was designed to benefit the County by providing a recruitment tool for top leadership talent. SOF SMs embody leadership skills that exceed the skills and abilities of the civilian population due to their unique training. The USSOCOM Warrior Care Program Internship Initiative also provides interaction between the Intern and the Escambia County Fire Rescue on projects of mutually beneficial interest.

2.2. Escambia County Fire Rescue is a division of the County's Public Safety department, located in Pensacola, FL. The County is offering to provide an unpaid developmental internship under the DODI - JEST-AI or OWF to provide educational experience and learning opportunities that will enable them to develop their technical skills and business

knowledge, to expand their understanding of Escambia County Fire Rescue, and to learn about different career paths that may be available.

3. SCOPE. This MOU clarifies services and support that USSOCOM and Escambia County will provide in order to ensure the success of this internship and further outlines general areas of understanding.

4. RESPONSIBILITIES OF THE PARTIES: Administration of this understanding shall not create any obligations or appropriated or non-appropriated funds available to USSOCOM.

4.1. **USSOCOM will:**

4.1.1. Identify SMs for potential participation in the Internship Initiative based on the following criteria:

4.1.1.1. Enrollment in the USSOCOM WCP;

4.1.1.2. Have at least 180 days of active duty service (note that SMs may be subject to early termination of service of discharge without USSOCOM's knowledge); and

4.1.1.3. Able to provide transportation for him or herself to and from the location of the internship.

4.1.2. Along with the County, advise the Intern of his or her responsibilities regarding participation in the Internship.

4.1.3. The USSOCOM WCP will add the following statement to their print or digital materials concerning their MOU with the County: "Appearance of a non-DoD entity's name does not constitute an endorsement by U.S. Special Operations Command Warrior Care Program-Care Coalition, U.S. Special Operations Command or the Department of Defense."

4.2. **The County Intends to:**

4.2.1. Make any final decision about the assignment of a SM to the County as an Intern;

4.2.2. Along with USSOCOM, advise the Intern of his or her responsibilities regarding participation in the Internship Initiative, including expected professional conduct (including dress code) and the requirement to follow the rules and standards set by the County and USSOCOM;

4.2.3. Provide the Intern meaningful professional work experience that supports the intent of the Warrior Care Program Internship Initiative, as described above. The County will make reasonable efforts to ensure the Intern is provided with exposure to varied tasks and experiences within Escambia County Fire Rescue;

4.2.4. Provide quality supervision of the Intern during the Internship and will report periodically to USSOCOM on the Intern's performance, as may be mutually agreed;

4.2.5. Provide input to USSOCOM upon completion of the Internship or as requested by USSOCOM;

4.2.6. Follow USSOCOM policies on media releases and publicly available information of its Intern, which includes USSOCOM WCP's pre-publication review and approval of any public release pertaining to the Intern and the WCP;

4.2.7. The County will add the following statement to their print or web materials concerning their MOU with the USSOCOM WCP: "The appearance of U.S. Special Operations Command Warrior Care Program-Care Coalition, U.S. Special Operations Command or the Department of Defense does not constitute Escambia County endorsement" and

4.2.8. Ensure the Intern is not assigned to any position which would require the Intern to act as the County's agent before the federal government or involve performance of government contract requirements by the Intern.

4.3. **Both Parties agree:**

4.3.1. Internships will be scheduled for a period of up to 179 days and may be extended based on the mutual agreement of the County, USSOCOM, and the SM. Internships are unpaid and are no cost to the Government. USSOCOM may find it necessary to terminate the internship prior to 179 days as a result of medical discharge, reassignment, or other unforeseen reasons. USSOCOM has limited influence over the Integrated Disability Evaluation System (IDES) process;

4.3.2. The County recognizes that the SM may be required to participate in medical appointments and other activities required to complete the IDES process and any other directed military duties by the SM's chain of command. All such requirements take precedence over internship duties. In such an event, the SM and/or USSOCOM will provide as much advance notice to the County as possible so that the County can plan accordingly. The geographical location of the internship, including unpaid temporary travel, will be designed to facilitate the Intern completing all required appointments scheduled pursuant to the IDES, medical, and military processes;

4.3.3. During the course of this internship, the SM's official place of duty will be at an Escambia County Fire Rescue designated location, unless otherwise agreed to voluntarily by the SM Intern;

4.3.4. There will be ongoing, open communication between the WCP and the County to ensure understanding of the expectation and roles of the parties in providing a meaningful experience for the Intern;

4.3.5. Either USSOCOM or the County may dismiss the Intern from the Internship if, in the opinion of either Party, the Intern is not meeting applicable requirements or is not being utilized consistent with the goals of the Internship Initiative. Prior to dismissing the Intern, USSOCOM and the County may confer and try to resolve any issue(s);

4.3.6. USSOCOM, County and SM understand that participation in the Internship Initiative does not guarantee or imply that the SM will be offered a paid position with the county upon his or her release from active duty or upon completion of the Internship;

4.3.7. Consistent with Title 18, U.S. Code §205, the Intern will not act as an agent for Escambia County before any agency or department of the United States;

4.3.8. USSOCOM and the County may provide public release of establishment of this MOU on websites and public releases. USSOCOM does not allow use of its logos or emblem by the County and must approve any website or public release prior to publication or distribution. USSOCOM will ask for permission for use of County's logo or emblem prior to use.

5. PERSONNEL: For purposes of the Fair Labor Standards Act, this is not an unpaid internship. The Department of Defense (DOD) is responsible for paying the Interns' ongoing base salary, bonus (if applicable), and other forms of payment. The SM is not and will not be the County's employee, agent or contractor during the program. As such, the SM will remain an employee of DOD and be eligible for all benefits, including workers' compensation, from DOD. The Intern will not receive any form of compensation or benefits from the County.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT (POC): The following POCs will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For USSOCOM WCP-CC:

6.1.1.1. **Primary POC:** Chief, Career Transition Section, WCP, Office: 813-826-0973.

6.1.1.2. Alternate POC: Career Transition Assistant, Career Transition Section, WCP, Office: 813-826-6448.

6.1.2. **For Escambia County Fire Rescue:**

6.1.2.1. **Primary POC:** Michael Aaron, 850-221-4631.

6.2. REVIEW OF AGREEMENT: This MOU will be reviewed in its entirety triennially on or around the anniversary of its effective date.

6.3. MODIFICATION OF AGREEMENT: This MOU may only be modified by the written agreements of the Parties, duly signed by their authorized representatives. Amendments to this MOU necessitated by administrative or organizational changes shall not require renegotiation of this MOU and will be implemented following coordination between the Parties.

6.4. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive or Instruction, be resolved by consultation between the Parties or in accordance with DODI 4000.19.

6.5. TERMINATION OF AGREEMENT: This MOU may be terminated at any time by the Parties.

6.6. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOU embodies the entire agreement between the Parties regarding the MOUs subject matter.

6.7. EFFECTIVE DATE: This MOU takes effect on the day after the last Party signs.

6.8. EXPIRATION DATE: This MOU remains in effect until terminated by either Party.

6.9. RECORDS: There are three copies of this MOU; one copy is maintained by each Party and one copy is maintained by the assigned Intern.

Agreed:

For USSOCOM

_____
James C. Boisselle
GS-15, DAFC
Acting Chief of Staff

Date: _____

For COUNTY

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Steven Barry, Chairman

_____
Deputy Clerk

Date: _____

Approved as to form and legal sufficiency.

By: Stephen J. West, Sr. Assistant County Attorney

Date: 10/21/2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18750 **County Administrator's Report 10. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/05/2020
Issue: Revocable License Agreement Pensacola State College
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Revocable License Agreement with the District Board of Trustees of Pensacola State College, Florida, and Escambia County - Patrick Johnson, Waste Services Department Director

That the Board take the following action:

A. Approve the Revocable License Agreement with the District Board of Trustees of Pensacola State College, Florida, and Escambia County, to access a portion of the school's property for a hurricane debris management site; and

B. Authorize the County Administrator to sign the Agreement and any subsequent documents related to acceptance, execution, reporting, no-cost time extension, and amendments to this Agreement, subject to Legal review and approval, without further action of the Board.

BACKGROUND:

This Revocable License Agreement will allow County staff and debris removal contractors to access Pensacola State College property in order to assist in disaster related debris management, collection and removal.

BUDGETARY IMPACT:

There is no budgetary impact associated with this Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Stephen G. West, Senior Assistant County Attorney.

PERSONNEL:

Escambia County Waste Services Department Staff will manage this project.

POLICY/REQUIREMENT FOR BOARD ACTION:

Required by Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

This project will be coordinated with the Escambia County Waste Services Department and Pensacola State College Administration.

Attachments

Revocable License Agreement

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ 2020, by and between THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA (hereinafter "Licensor"), whose address is 1000 College Boulevard, Pensacola, Florida 32504, and ESCAMBIA COUNTY, a political subdivision of the State of Florida (hereinafter "Licensee"), whose address is 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, Licensee has requested permission to access a portion of Licensor's property for a hurricane debris management site; and

WHEREAS, Licensor and Licensee wish to enter into this Agreement to confirm their respective rights and obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Property. The Licensor grants to Licensee a revocable license (the "License") to allow Licensee's employees, contractors, and agents access to and use of the property described in the attached Exhibits A and B (the "Property").

2. Term and License Fee. The term of this Agreement shall be one hundred and twenty (120) days, commencing on the date that the last party executes this Agreement, unless either party terminates the Agreement as provided herein.

3. Use of the Property. Licensee shall use the Property shown in Exhibit A only as a hurricane debris management site.

4. Parking. Licensor grants to Licensee and its employees and contractors during the term of this agreement, the right of ingress and egress to park personal vehicles in the westernmost parking lot on Licensor's campus shown as Lot "A" on the attached Exhibit B. The use of Lot "A" is limited to parking personal and work vehicles such as cars and pickup trucks, but does not include debris, or machinery, dump trucks, tractors, or other such heavy equipment.

5. Condition and Maintenance of the Property. Licensee's access and use of the Property shall be conducted so as not to unduly interfere with Licensor's operations. Licensee shall be responsible, at its expense, for removing any materials, trash or debris brought onto the Property or generated by Licensee in connection with its access and use. Licensor shall promptly notify Licensee upon discovery of any condition that would cause a hazard or threat to the safety of its faculty, staff, students, or members of the public.

6. Liability. Licensee shall conduct all of its operations in a safe and workmanlike manner, at its own cost, expense and risk. Licensee agrees to be responsible for its

negligent or tortious acts or omissions and agrees to be liable for damages proximately caused by those acts or omissions to the extent set forth in Section 768.28, Florida Statutes. However, no provision of this Agreement shall be construed, or in any way is intended to be construed, as an indemnity or a waiver of the County's sovereign immunity. Licensee shall require all of its contractors and subcontractors who access the Property to procure and maintain insurance coverage in the types and amounts described in the attached Exhibit C.

7. Termination. This Agreement may be terminated for cause or convenience by any party upon thirty (30) days written notice to the other party. Upon notice of termination, Licensee shall promptly restore the Property to its original condition and remove all equipment and materials not originally present on the Property.

8. Notices. Notices to the parties of this Agreement will be addressed, mailed, or delivered to the following:

TO LICENSEE:
Tim Day
Department of Natural
Resources Management
221 Palafox Place
Pensacola, FL 32502

COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

TO LICENSOR:
Edward Meadows, President
Pensacola State College
1000 College Boulevard
Pensacola, FL 32504

COPY TO:
Thomas J. Gilliam, Jr., Esq.
Vice President of Administrative Services
and General Counsel
1000 College Boulevard
Pensacola, FL 32504

Notices shall be delivered in person or by U. S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered the next day. Each party may change its address from time to time by written notice to the other as specified above.

9. Compliance with Laws. The County agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations, and shall obtain all permits applicable to its proposed use of the Property.

10. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior oral and written agreements between them regarding the use of the Property. This Agreement may be modified only by an amendment in writing, dated and signed by each party after the date of this Agreement.

11. Miscellaneous. The captions, headings, and paragraphs titles in this Agreement are for reference only and are not intended in any way to restrict, affect or interpret the

provisions of any paragraph of this Agreement.

If any term, provision, covenant, or condition of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared any or all of the terms and conditions. Venue of any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

This Agreement shall have no effect unless first approved by the Escambia County Board of County Commissioners at a duly noticed public meeting.

Each of the persons executing this Agreement warrant that they have the authority necessary to bind each of the parties to the terms and conditions described in this Agreement.

IN WITNESS WHEREOF, the Licensor and the County have caused this Agreement to be executed by their duly authorized representative as of the day and year indicated.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
By: Janice Gilley, County Administrator

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

THE DISTRICT BOARD OF TRUSTEES OF
PENSACOLA STATE COLLEGE, FLORIDA

_____
By: C. Edward Meadows, President

Approved as to Form:
By _____
Thomas J. Gilliam, Jr., General Counsel
Pensacola State College

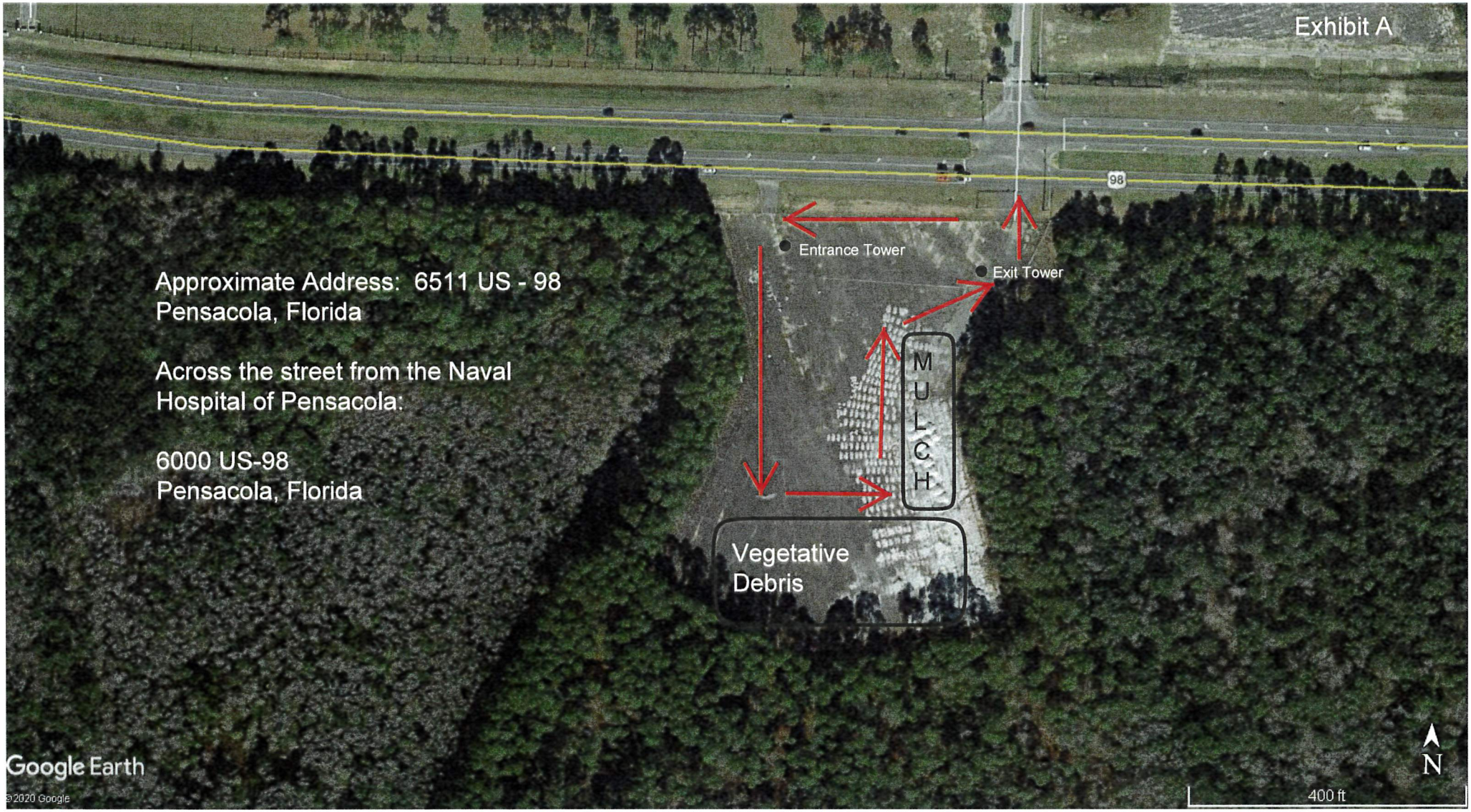
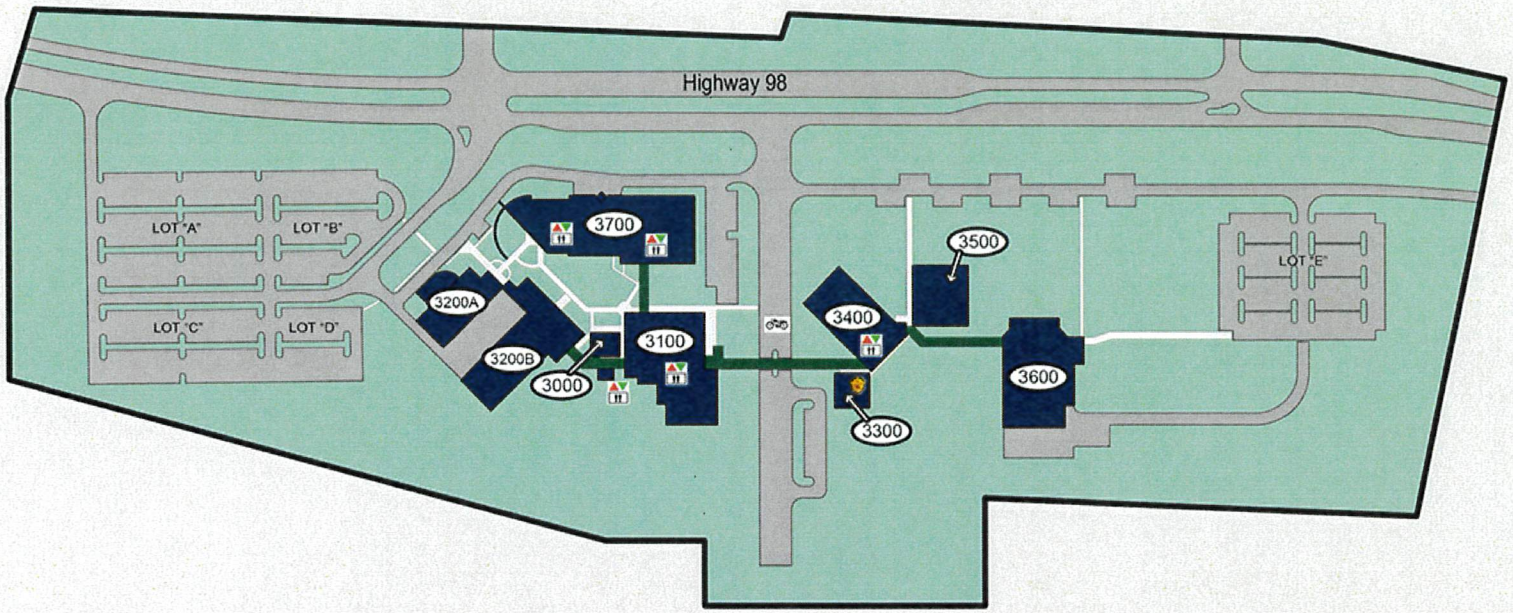


Exhibit A
98
Entrance Tower
Exit Tower
Approximate Address: 6511 US - 98
Pensacola, Florida
Across the street from the Naval
Hospital of Pensacola:
6000 US-98
Pensacola, Florida
MULCH
Vegetative
Debris
Google Earth
© 2020 Google
N
400 ft

Exhibit B



3000 **AUDITORIUM**

3100 **BOYD HEALTH RELATED EDUCATION BUILDING**
Allied Health Department
Nursing Department
Dental Clinic
Computer Center
Sonography
Medical Assisting
Medical Office Programs

3200A **VET TECH**
Veterinary Technician
Classrooms

3200B **FITNESS CENTER**
Fitness Center
Physical Therapist Assistant
Radiography

3300 **PUBLIC SAFETY**
Public Safety
Student ID / Parking Decals
Testing

3400 **VENETTOZZI ARTS & SCIENCES BUILDING**
Adult Education
Classrooms
Science Labs

3500 **LIBRARY**

3600 **HARRISON STUDENT AFFAIRS BUILDINGS**
Advising
Bookstore
Cashier
Educational Opportunity Center
Financial Aid
Food Service
Registration
Student Services
Veterans Affairs

3700 **ATWELL HEALTH SCIENCES COMPLEX**
Dean, Warrington Campus
Smart Center for Patient Simulation Training and Research
D.W. McMillan Auditorium

LEGEND

- Buildings
- Sidewalks
- Public Safety
- Elevators
- Parking Lots
- Handicap Parking
- Motorcycle Parking

EXHIBIT C

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the Buyer and Seller. Such policies shall be from insurers with a minimum financial size category of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

These insurance requirements shall not limit the liability of the contractor. The Buyer and Seller do not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers' compensation and professional liability, the contractor's insurance policies shall be endorsed to name the Buyer and Seller as an additional insured for bodily injury, property damage and personal and advertising injury caused, in whole or in part, by the contractor's acts or omissions; or the acts or omissions of those acting on the contractor's behalf; in the performance of the contractor's ongoing operations for the additional insured(s). Additional Insured Endorsement ISO Form CG 20 10 is required for the Commercial General Liability coverage.

Except for workers' compensation, the contractor waives its right of recovery against the Buyer and Seller, to the extent permitted by its insurance policies.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary.

Commercial General Liability Coverage – Occurrence Form Required
Commercial General Liability Insurance with One Million Dollars ($1,000,000) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operations, and contractual liability. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.

Automobile Coverage
Automobile Liability Insurance with One Million Dollars ($1,000,000) per occurrence and aggregate limits, to include bodily injury liability and property damage liability, arising out of the ownership and maintenance or use of any auto, which includes owned, non-owned and hired automobiles and employee non-ownership use.

Workers' Compensation Coverage
Workers' compensation insurance for all workers' compensation obligations imposed by state law and employers liability limits of at least $100,000 each accident/$100,000 each employee/$500,000 policy limit for disease. The contractor shall also purchase any other coverage's required by law for the benefit of the employees.

EVIDENCE/CERTIFICATES OF INSURANCE
Required insurance shall be documented in Certificates of Insurance which reflect the Buyer and Seller as certificate holder. The certificate shall also include that the policy/policies is/are endorsed to provide Buyer and Seller at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Buyer and Seller at least 15 days prior to coverage renewals. If requested by the Buyer and Seller, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Buyer and Seller, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18787 **County Administrator's Report 10. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/05/2020
Issue: 5:31 p.m. Public Hearing Request to Adopt the Uniform Method of Collection Resolution
From: Amber McClure, Chief Budget Officer
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for Adopting the Uniform Method of Collection for Non-Ad Valorem Special Assessments Resolution - Amber McClure, Chief Budget Officer, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on December 10, 2020, at 5:31 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

BACKGROUND:

The Uniform Method of Collection, as authorized in Florida Statute 197.3632, provides that the County adopt a Resolution prior to January 1, or if the Property Appraiser and Tax Collector agree, March 1. The Resolution must be advertised four (4) consecutive weeks in a newspaper of general circulation, and this advertisement will happen during November 2020. The Uniform Method of Collection of the Municipal Services Benefit Unit (MSBU) assessments increases the collection of assessments and reduces administrative costs by eliminating duplicated preparation and mailing of tax notices.

Prior to billing of the non-ad valorem assessments under the Uniform Method, the following steps must take place:

1. Public Hearing to adopt the Uniform Method by Resolution;
2. First class notices mailed to each affected property owner notifying them of a new assessment to be levied and the place and time of a public hearing to be held between June 1 and September 15;

3. Public Hearing is held by the Board to adopt the MSBU assessment roll; and
4. Assessment roll is transmitted to the Tax Collector's Office for billing.

BUDGETARY IMPACT:

This Resolution for the Uniform Method of Collection will apply to Non-Ad Valorem Special Assessments to be collected in Fiscal Year 2021/2022.

LEGAL CONSIDERATIONS/SIGN-OFF:

Compliance with Florida Statute 197.3632.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Non-Ad Valorem Special Assessments will be consolidated with the Ad Valorem Property Tax Bills issued by the Tax Collector, and will be subject to the tax lien process if not paid by March 31. Compliance with Florida Statute 197.3632.

IMPLEMENTATION/COORDINATION:

1. By June 1, the Property Appraiser provides the tax parcel information to the County.
2. Twenty (20) days prior to the public hearing to adopt the assessment roll, the County must advertise in the newspaper the boundaries of any new, first time assessed districts, and also mail first class notices to all property owners that will be assessed for the first time.
3. The County must hold a public hearing to adopt the assessment roll no later than September 15 each year.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18789 **County Administrator's Report 10. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/05/2020
Issue: Recommendation to approve Contract between Board of County Commissioners and Florida Department of Health in Escambia County 2020/2021
From: Marie Brady Mott, Health Officer/Administrator
Organization: Florida Dept. of Health in Esc. Co.
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract for the Florida Department of Health for Operation of the Escambia County Health Department - Marie Brady Mott, JD, MS, RDN, CSSD, LDN, Administrator, Florida Department of Health in Escambia County

That the Board take the following action concerning the Contract for the Florida Department of Health in Escambia County:

A. Approve the Florida Department of Health in Escambia County Contract, providing for an effective date for the Contract year of October 1, 2020, through September 30, 2021; and

B. Authorize the Chairman to sign the Contract.

BACKGROUND:

Annually, the Escambia County Board of County Commissioners and the State of Florida, Department of Health, enter into a Contract for the operation of the Escambia County Health Deparment, as authorized by Florida Statutes, Chapter 154.

BUDGETARY IMPACT:

The Escambia County Board of County Commissioners agrees to appropriate $337,649 to Escambia County Health Department for the Fiscal Year October 1, 2020, through September 30, 2021.

LEGAL CONSIDERATIONS/SIGN-OFF:

Section 154.01 Florida Statutes states that "The several Counties of the state may cooperate with the Department of Health in the establishment and maintenance of full-time County health departments in such Counties for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary care for special populations. The Department of Health shall enter into Contracts with several Counties of the purposes of this part."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Chairman will sign the provided Contract.

Attachments

Contract 20-21

CONTRACT BETWEEN
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
ESCAMBIA COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2020-2021

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Escambia County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2020.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Escambia County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2020, through September 30, 2021, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local funds

and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility *(direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C)* as provided in Attachment II, Part II is an amount not to exceed $ 9,737,173 *(State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C)*. The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility *(direct contribution excluding any fees, other cash or local contributions)* as provided in Attachment II, Part II is an amount not to exceed $337,649 *(amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment)*.

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Escambia County
1295 W. Fairfield Drive
Pensacola, FL 32501

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These

records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

i. The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;

ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;

iii. Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;

iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Escambia County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems

shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

i. March 1, 2021 for the report period October 1, 2020 through December 31, 2020;

ii. June 1, 2021 for the report period October 1, 2020 through March 31, 2021;

iii. September 1, 2021 for the report period October 1, 2020 through June 30, 2021; and

iv. December 1, 2021 for the report period October 1, 2020 through September 30, 2021.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2021, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:	For the County:
Linda Moyer Name	Amber M. McClure Name
Public Health Services Manager Title	Chief Budget Officer Title
1295 W. Fairfield Drive Pensacola, FL 32501 Address	221 Palafox Place Pensacola, FL 32502 Address
(850) 595-6500 x1010 Telephone	(850) 595-4954 Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this eight page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

_____
DATE

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

BCC Approved: _____

STATE OF FLORIDA
DEPARTMENT OF HEALTH

SIGNED BY: Michele Tallent for

NAME: Scott A. Rivkees, MD

TITLE: State Surgeon General

DATE: 10/06/20

SIGNED BY: [signature]

NAME: Marie Brady Mott, JD, MS, RDN, CSSD, LDN

TITLE: CHD Administrator

DATE: 9/3/2020

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-21-2020

ATTACHMENT I

ESCAMBIA COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	Service	Requirement
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Periodic financial and programmatic reports as specified by the program office.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6.	Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

ATTACHMENT I (Continued)

		levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140. Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
9.	School Health Services	Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
10.	Tuberculosis	Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11.	General Communicable Disease Control	Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
12.	Refugee Health Program	Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

		Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1.	CHD Trust Fund Ending Balance 09/30/20	265181	1932376	2197557
2.	Drawdown for Contract Year October 1, 2020 to September 30, 2021	-265181	111128	-154053
3.	Special Capital Project use for Contract Year October 1, 2020 to September 30, 2021	0	-300000	-300000
4.	Balance Reserved for Contingency Fund October 1, 2020 to September 30, 2021	0	1743504	1743504

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2020 to September 30, 2021

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	AIDS PATIENT CARE	100.000	0	100.000	0	100.000
015040	AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE	115.715	0	115.715	0	115.715
015040	CHD - TB COMMUNITY PROGRAM	137.769	0	137.769	0	137.769
015040	SEXUALLY TRANSMITTED DISEASE CONTROL PROGRAM GR	26.767	0	26.767	0	26.767
015040	CORONAVIRUS GENERAL REVENUE	1.248.720	0	1.248.720	0	1.248.720
015040	HEALTHY BEACHES MONITORING	14.892	0	14.892	0	14.892
015040	FAMILY PLANNING GENERAL REVENUE	50.451	0	50.451	0	50.451
015040	HEPATITIS AND LIVER FAILURE PREVENTION & CONTROL	37.162	0	37.162	0	37.162
015040	PRIMARY CARE PROGRAM	321.792	0	321.792	0	321.792
015040	SCHOOL HEALTH SERVICES - GENERAL REVENUE	363.061	0	363.061	0	363.061
015050	CHD GENERAL REVENUE NON-CATEGORICAL	3.562.028	0	3.562.028	0	3.562.028
GENERAL REVENUE TOTAL		5.978.357	0	5.978.357	0	5.978.357
2. NON GENERAL REVENUE - STATE						
015010	ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	16.072	0	16.072	0	16.072
015010	PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	15.000	0	15.000	0	15.000
015010	TOBACCO STATE AND COMMUNITY INTERVENTIONS	185.816	0	185.816	0	185.816
NON GENERAL REVENUE TOTAL		216.888	0	216.888	0	216.888
3. FEDERAL FUNDS - STATE						
007000	BREAST & CERVICAL CANCER - ADMIN/CASE MANAGEMENT	124.755	0	124.755	0	124.755
007000	WIC BREASTFEEDING PEER COUNSELING PROG	63.591	0	63.591	0	63.591
007000	COASTAL BEACH WATER QUALITY MONITORING	8.005	0	8.005	0	8.005
007000	COMPREHENSIVE COMMUNITY CARDIO - PHBG	35.000	0	35.000	0	35.000
007000	EPID & LAB FOR INFECTIOUS DISEASE COVID-19	55.584	0	55.584	0	55.584
007000	FAMILY PLANNING TITLE X - GRANT	137.048	0	137.048	0	137.048
007000	IMMUNIZATION FIELD STAFF	2.509	0	2.509	0	2.509
007000	IMMUNIZATION ACTION PLAN	75.164	0	75.164	0	75.164
007000	MCH SPECIAL PRJCT UNPLANNED PREGNANCY	47.239	0	47.239	0	47.239
007000	MCH BLOCK GRANT FLORIDA'S HEALTHY BABIES	18.812	0	18.812	0	18.812
007000	BASE COMMUNITY PREPAREDNESS CAPABILITY	132.359	0	132.359	0	132.359
007000	BASE PUB HLTH SURVEILLANCE & EPI INVESTIGATION	125.836	0	125.836	0	125.836
007000	AIDS PREVENTION	229.962	0	229.962	0	229.962
007000	RYAN WHITE TITLE II CARE GRANT	107.904	0	107.904	0	107.904
007000	IMPROVING STD PROGRAMS	78.234	0	78.234	0	78.234
007000	FLORIDA STD SURVEILLANCE NETWORK PART A	7.000	0	7.000	0	7.000
007000	WIC PROGRAM ADMINISTRATION	1.512.244	0	1.512.244	0	1.512.244
007000	WELL-INTEGRATED SCREENING & EVALUATION FOR WOMEN	70.000	0	70.000	0	70.000
015075	SUPPLEMENTAL SCHOOL HEALTH	498.023	0	498.023	0	498.023
018005	RYAN WHITE TITLE II ADAP DRUG REBATES	49.771	0	49.771	0	49.771
018005	AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	162.888	0	162.888	0	162.888
FEDERAL FUNDS TOTAL		3.541.928	0	3.541.928	0	3.541.928

4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2020 to September 30, 2021

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001020 CHD STATEWIDE ENVIRONMENTAL FEES	297.057	0	297.057	0	297.057
001092 CHD STATEWIDE ENVIRONMENTAL FEES	242.000	0	242.000	0	242.000
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	16.135	0	16.135	0	16.135
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	4.720	0	4.720	0	4.720
001206 SEPTIC TANK RESEARCH SURCHARGE	1.225	0	1.225	0	1.225
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	1.061	0	1.061	0	1.061
001206 DRINKING WATER PROGRAM OPERATIONS	30	0	30	0	30
001206 REGULATION OF BODY PIERCING SALONS	295	0	295	0	295
001206 TANNING FACILITIES	500	0	500	0	500
001206 ONSITE SEWAGE TRAINING CENTER	1.200	0	1.200	0	1.200
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	5.635	0	5.635	0	5.635
001206 MOBILE HOME & RV PARK FEES	2.700	0	2.700	0	2.700
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	572.558	0	572.558	0	572.558
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	265.181	0	265.181	0	265.181
OTHER CASH CONTRIBUTION TOTAL	265.181	0	265.181	0	265.181
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	53.600	53.600	0	53.600
MEDICAID TOTAL	0	53.600	53.600	0	53.600
7. ALLOCABLE REVENUE - STATE:					
	0	0	0	0	0
ALLOCABLE REVENUE TOTAL	0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	370.737	370.737
PHARMACY DRUG PROGRAM	0	0	0	2.340	2.340
WIC PROGRAM	0	0	0	5.279.657	5.279.657
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	35.530	35.530
IMMUNIZATIONS	0	0	0	896.166	896.166
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	6.584.430	6.584.430
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	337.649	337.649	0	337.649
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	337.649	337.649	0	337.649
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001073 340B PRESCRIPTION DRUG SERVICE AGREEMENT	0	130.000	130.000	0	130.000
001077 CHD CLINIC FEES	0	156.709	156.709	0	156.709
001094 CHD LOCAL ENVIRONMENTAL FEES	0	190.158	190.158	0	190.158
001110 VITAL STATISTICS CERTIFIED RECORDS	0	450.000	450.000	0	450.000
FEES AUTHORIZED BY COUNTY TOTAL	0	926.867	926.867	0	926.867

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2020 to September 30, 2021

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	563.000	563.000	0	563.000
001090 CHD CLINIC FEES	0	2.400	2.400	0	2.400
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	96.537	96.537	0	96.537
010300 STATE UNDERGROUND PETROLEUM RESPONSE ACT	0	5.000	5.000	0	5.000
010300 PETROLEUM STORAGE TANK DEP COMPLIANCE CONTRACT	0	355.950	355.950	0	355.950
010500 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	147.846	147.846	0	147.846
011000 CHD CLINIC FEES	0	40.000	40.000	0	40.000
011001 CHD HEALTHY START COALITION CONTRACT	0	489.437	489.437	0	489.437
015020 PETROLEUM STORAGE TANK CLEANUP CONTRACT	0	1.176.805	1.176.805	0	1.176.805
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-111.128	-111.128	0	-111.128
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	2.765.847	2.765.847	0	2.765.847
12. ALLOCABLE REVENUE - COUNTY					
	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL	0	0	0	0	0
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	0	0
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	10.574.912	4.083.963	14.658.875	6.584.430	21.243.305

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing. Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2020 to September 30, 2021

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st (Whole dollars only)	2nd	3rd	4th	State	County	Grand Total
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	6.60	5,050	6,322	132,152	113,301	132,152	113,301	196,574	294,332	490,906
SEXUALLY TRANS. DIS. (102)	11.11	1,739	2,708	180,356	154,630	180,356	154,629	669,971	0	669,971
HIV/AIDS PREVENTION (03A1)	6.31	0	792	115,447	98,979	115,447	98,980	428,853	0	428,853
HIV/AIDS SURVEILLANCE (03A2)	0.78	0	2	14,590	12,508	14,590	12,508	54,196	0	54,196
HIV/AIDS PATIENT CARE (03A3)	5.65	17	81	121,589	104,245	121,589	104,246	321,669	130,000	451,669
ADAP (03A4)	4.21	1	242	65,684	56,315	65,684	56,315	243,998	0	243,998
TUBERCULOSIS (104)	3.17	10	280	63,192	54,178	63,192	54,177	223,739	11,000	234,739
COMM. DIS. SURV. (106)	2.45	0	2,582	392,352	336,385	392,352	336,385	1,457,474	0	1,457,474
HEPATITIS (109)	0.73	185	194	13,823	11,851	13,823	11,852	51,349	0	51,349
PREPAREDNESS AND RESPONSE (116)	1.99	0	0	54,302	46,556	54,302	46,555	201,715	0	201,715
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL RECORDS (180)	3.68	22,105	50,964	71,151	61,002	71,151	61,003	0	264,307	264,307
COMMUNICABLE DISEASE SUBTOTAL	46.68	29,107	64,167	1,224,638	1,049,950	1,224,638	1,049,951	3,849,538	699,639	4,549,177
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	11.49	15,188	400	297,447	255,017	297,447	255,017	1,074,026	30,902	1,104,928
WIC (21W1)	28.07	11,472	92,298	522,784	448,212	522,784	448,212	1,866,515	75,477	1,941,992
TOBACCO USE INTERVENTION (212)	2.48	0	151	60,214	51,625	60,214	51,625	217,028	6,650	223,678
WIC BREASTFEEDING PEER COUNSELING (21W2)	1.63	0	2,948	23,871	20,466	23,871	20,466	84,268	4,406	88,674
FAMILY PLANNING (223)	8.98	1,150	2,153	161,570	138,522	161,570	138,522	312,888	287,296	600,184
IMPROVED PREGNANCY OUTCOME (225)	0.00	0	0	0	0	0	0	0	0	0
HEALTHY START PRENATAL (227)	3.81	3,138	13,120	84,351	72,319	84,351	72,320	0	313,341	313,341
COMPREHENSIVE CHILD HEALTH (229)	4.39	1,433	1,911	83,723	71,780	83,723	71,781	132,122	178,885	311,007
HEALTHY START CHILD (231)	4.62	1,145	5,674	89,765	76,961	89,765	76,961	0	333,452	333,452
SCHOOL HEALTH (234)	10.82	0	797,613	310,661	266,347	310,661	266,348	1,028,396	125,621	1,154,017
COMPREHENSIVE ADULT HEALTH (237)	8.86	429	962	151,129	129,571	151,129	129,572	393,578	167,823	561,401
COMMUNITY HEALTH DEVELOPMENT (238)	0.34	0	33	13,321	11,420	13,321	11,420	49,482	0	49,482
DENTAL HEALTH (240)	0.23	0	0	30,750	26,364	30,750	26,365	0	114,229	114,229
PRIMARY CARE SUBTOTAL	85.72	33,955	917,263	1,829,586	1,568,604	1,829,586	1,568,609	5,158,303	1,638,082	6,796,385
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.46	306	307	14,927	12,798	14,927	12,799	50,067	5,384	55,451
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.55	22	171	10,341	8,865	10,341	8,865	24,978	13,434	38,412
PUBLIC WATER SYSTEM (358)	0.07	0	19	1,557	1,334	1,557	1,334	2,568	3,214	5,782
PRIVATE WATER SYSTEM (359)	0.17	0	0	2,873	2,463	2,873	2,464	4,610	6,063	10,673
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	4.62	884	1,521	93,391	80,069	93,391	80,068	196,630	150,289	346,919
Group Total	5.87	1,212	2,018	123,089	105,529	123,089	105,530	278,853	178,384	457,237
Facility Programs										
TATTOO FACILITY SERVICES (344)	1.60	351	356	25,876	22,185	25,876	22,186	88,954	7,169	96,123
FOOD HYGIENE (348)	1.61	394	745	28,720	24,623	28,720	24,623	58,828	47,858	106,686

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing. Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2020 to September 30, 2021

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan 1st	2nd	3rd	4th (Whole dollars only)	State	County	Grand Total
BODY PIERCING FACILITIES SERVICES (349)	0.38	25	101	6,402	5,489	6,402	5,488	17,114	6,667	23,781
GROUP CARE FACILITY (351)	0.55	201	326	10,308	8,837	10,308	8,837	1,966	36,324	38,290
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.96	339	854	17,257	14,795	17,257	14,794	59,759	4,344	64,103
POOLS/BATHING PLACES (360)	2.54	492	782	48,749	41,795	48,749	41,794	118,304	62,783	181,087
BIOMEDICAL WASTE SERVICES (364)	0.91	264	529	14,109	12,096	14,109	12,096	50,608	1,802	52,410
TANNING FACILITY SERVICES (369)	0.42	280	182	15,152	12,991	15,152	12,991	40,617	15,669	56,286
Group Total	8.97	2,346	3,875	166,573	142,811	166,573	142,809	436,150	182,616	618,766
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	23.45	461	802	464,580	398,310	464,580	398,309	729,903	995,876	1,725,779
SUPER ACT SERVICES (356)	0.32	2	76	7,384	6,331	7,384	6,332	4,185	23,246	27,431
Group Total	23.77	463	878	471,964	404,641	471,964	404,641	734,088	1,019,122	1,753,210
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.33	0	512	6,492	5,566	6,492	5,566	1,289	22,827	24,116
INJURY PREVENTION (346)	0.07	0	0	1,210	1,037	1,210	1,038	264	4,231	4,495
LEAD MONITORING SERVICES (350)	0.07	0	0	1,210	1,037	1,210	1,038	4,170	325	4,495
PUBLIC SEWAGE (362)	1.09	109	654	18,820	16,135	18,820	16,134	30,799	39,110	69,909
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.15	0	0	2,767	2,372	2,767	2,371	4,532	5,745	10,277
RABIES SURVEILLANCE (366)	0.83	1	1,876	16,204	13,893	16,204	13,892	26,520	33,673	60,193
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.54	0	414	10,003	8,576	10,003	8,576	16,457	20,701	37,158
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.61	0	0	63,355	54,318	63,355	54,317	448	234,897	235,345
Group Total	3.69	110	3,456	120,061	102,934	120,061	102,932	84,479	361,509	445,988
ENVIRONMENTAL HEALTH SUBTOTAL	42.30	4,131	10,227	881,687	755,915	881,687	755,912	1,533,570	1,741,631	3,275,201
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	9,018	7,732	9,018	7,733	33,501	0	33,501
MEDICAID BUYBACK (611)	0.00	0	0	1,241	1,064	1,241	1,065	0	4,611	4,611
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	10,259	8,796	10,259	8,798	33,501	4,611	38,112
TOTAL CONTRACT	174.70	67,193	991,657	3,946,170	3,383,265	3,946,170	3,383,270	10,574,912	4,083,963	14,658,875

ATTACHMENT III

ESCAMBIA COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.

2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.

3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

Attachment IV

Fiscal Year - 2020 - 2021

Escambia County Health Department

Facilities Utilized by the County Health Department

Complete Location (Street Address, City, Zip)	Facility Description And Offical Building Name (if applicable) (Admin, Clinic, Envn Hlth, etc.)	Lease/ Agreement Number	Type of Agreement (Private Lease thru State or County, other - please define)	Complete Legal Name of Owner	SQ Feet	Employee Count (FTE/OPS/ Contract)
1295 W. Fairfield Drive, Pensacola, FL 32501	Main (Admin, EPI, Health Clinics, HIV/AIDS, Preparedness and Response, Tobacco, Vital Statistics, WIC)	017:9001	County Core Contract	Escambia County Board of County Commissioners	43582	165
8390 N. Palafox Street, Pensacola, FL 32534	Northside (WIC)	017:9010	Lease with Escambia County	Escambia County Board of County Commissioners	1495	5
1300 W. Gregory Street, Pensacola, FL 32502	Downtown Center (Accounting, Environmental Health, School Health)	999:1704	Land Lease Agreement 4393	The Board of Trustees of the Internal Improvement Trust Fund	22679	56
6000 West Hwy. 98 Pensacola, Florida 32512	WIC Navy Hospital Center Naval Hospital Outpatient Clinic (WIC)	017:9011	County Core Contract	U.S. Navy	230	2

Facility *- a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilites. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.*

ATTACHMENT V
ESCAMBIA COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

CONTRACT YEAR	STATE	COUNTY	TOTAL
2019-2020*	$ 0	$ 0	$ 0
2020-2021**	$ 0	$ 300000	$ 300000
2021-2022***	$ 0	$ 0	$ 0
2022-2023***	$ 0	$ 0	$ 0
PROJECT TOTAL	$ 0	$ 300000	$ 300000

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: 72017100

PROJECT NAME: Fairfield Chiller Replacement

LOCATION/ADDRESS: 1295 W Fairfield Drive

PROJECT TYPE:

NEW BUILDING		ROOFING	
RENOVATION		PLANNING STUDY	
NEW ADDITION		OTHER	X

SQUARE FOOTAGE: 45000

PROJECT SUMMARY:

Describe scope of work in reasonable detail.

The existing 160 Ton Chiller at this location is nearing the end of its useful life as indicated by the increasing maintenance and repair costs. The condenser coil sections are failing and have already been bypassed to allow repair for continued operation of the existing chiller as a temporary solution. The original chiller was installed in 2006. Failure would result in closure of the facility and require emergency repair and costs for temporary equipment. The project will provide for engineering review of the system and repair/modication as needed.

START DATE *(Initial expenditure of funds)* : September 1, 2020

COMPLETION DATE: March 31, 2021

DESIGN FEES: $ 30000

CONSTRUCTION COSTS: $ 270000

FURNITURE/EQUIPMENT: $ 0

TOTAL PROJECT COST: $ 300000

COST PER SQ FOOT: $ 7

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

* Cash balance as of 9/30/20

** Cash to be transferred to FCO account.

*** Cash anticipated for future contract years.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18824 **County Administrator's Report 10. 12.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/05/2020
Issue: Amendment to Standard Forms of Contracts
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendments to Standard Construction Contracts - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve Amendments to the Standard Construction Contracts, as follows:

1. Form A: A/E Designed - Exhibit A, General Terms and Conditions, Progress Payments, E-Verify and other non-substantive revisions;
2. Form B: Construction - Exhibit A, General Terms and Conditions, Progress Payments, E-Verify and other non-substantive revisions;
3. Form C: Design/Build - Exhibit A, General Terms and Conditions, Progress Payments, E-Verify and other non-substantive revisions;
4. Form D: Road/Drainage - Exhibit A, General Terms and Conditions, Progress Payments, E-Verify and other non-substantive revisions;
5. Form F: Consulting Services for Task Orders - Exhibit A, General Terms, E-Verify and other non-substantive revisions;
6. Form G: Consulting Services for Stand-Alone Projects - Exhibit A, General Terms, E-Verify and other non-substantive revisions;
7. Form H: Consulting Services for Study - Exhibit A, General Terms, E-Verify and other non-substantive revisions; and
8. Form I: Bridges/Docks/Boat Ramps - Exhibit A, General Terms and Conditions, Progress Payments, E-Verify and other non-substantive revisions.

BACKGROUND:

The proposed Amendments to the Standard Construction Contracts incorporate requirements of the Local Government Prompt Payment Act, as provided in §218.735(8), Florida Statutes, relating to the release of retainage of construction services purchased pursuant to the Contract and Employment Eligibility Verification, in accordance with §448.095, Florida Statutes.

Exhibit A
General Terms and Conditions

Section X. Progress Payments.

X.X a) If the Contract Amount is $200,000.00 or less, the following shall apply: County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

b) If the Contract Amount is in excess of $200,000.00, the following shall apply: ~~After fifty-percent 50% completion of Work,~~ the County shall ~~reduce the retainage to~~ retainfive percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. ~~After fifty percent (50%) completion of Work, the Contractor may request payment of up to one-half of the retainage held by the County, and the County shall make payment unless there are grounds for withholding the payment of retainage.~~ Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. This subsection shall not apply if the project is paid, in whole or in part, with federal funds and subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

The County shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

~~Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.~~

X.X Monthly payments to Contractor, including the release of any portion or percentage of sums retained prior to final completion of the Project, shall in no way imply approval or acceptance of Contractor's work.

XX.X Employment Eligibility Verification.

In accordance with ~~State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction.~~ §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Amendments to the Standard Construction Contracts were prepared by Senior Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve amendments to the Standard Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

FORM A: A/E Designed Construction
FORM B: Construction
FORM C: DESIGN-BUILD
FORM D: Road/Drainage
FORM F: CONSULTING SERVICES FOR TASK ORDERS
FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS
FORM H: CONSULTING SERVICES FOR STUDY
FORM I: Bridge/Dock/Boat Ramp

STANDARD ARCHITECT/ENGINEER DESIGNED CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA
AND
_____

FORM A: A/E Designed Construction
A_AE.2020.docx
(Revised 2020)

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND _____ FOR ARCHITECT/ENGINEER DESIGNED CONSTRUCTION

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida ("County"), with administrative offices at 221 South Palafox Place, Pensacola, Florida 32502, and _____, a _____ for-profit [corporation OR limited liability company] ("Contractor"), FEI/EIN _____, with a principal address of _____, relating to the Contractor's performance of all work ("Work") in connection with _____, P.D. _____ ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

SECTION 1. CONTRACT DOCUMENTS.

1.1 The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

1.2 In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

1.3 County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK.
Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT.
In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor in accordance with the terms of this Agreement the following amount (herein "Contract Amount"): [Contract Amount]

SECTION 4. BONDS.

4.1 Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

4.2 If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

4.3 Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The recording fee is $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

5.1 Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within _____ ( ) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within _____ ( ) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling _____ ( ) calendar days (herein "Contract Time").

5.2 County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$**_____ for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the County's Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

SAMPLE

5.3 Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

5.4 When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday, or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Owner Direct Purchases- FORM OF 0205 (if applicable)
Exhibit H:	Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows: **[Description/Sheet No./Date]**
Exhibit I:	Technical Specifications **[Description/Date]**
Exhibit J:	Supplemental Terms and Conditions
Exhibit K:	Federal Documents (if applicable)
Exhibit L:	Solicitation Documents Index

SECTION 7. NOTICES.

7.1 All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

_____
_____
_____
Attn: _____

7.2 All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

_____
_____
_____
Attn: _____

7.3 Either party may change its above noted address by giving written notice to the other party

SAMPLE

in accordance with the requirements of this Section.

SECTION 8. MODIFICATION.
No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS.
Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW.
The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER.
The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT.
Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY.
Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.
The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

SAMPLE

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

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

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____
County Administrator

Witness: _____

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-29-2020

CONTRACTOR:
_____, a _____, authorized to do business in the State of Florida.

ATTEST:

By: _____

By: _____
Corporate Secretary

Its: President

Date: _____

(Seal)

SAMPLE

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. During the performance of the Work, if Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to Architect/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Architect/Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Architect", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Architect or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable

conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. Within ten (10) calendar days after receipt of the Notice of Award, Contractor shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County and the Architect/Engineer, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Architect/Engineer, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.

4.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to County and the Architect/Engineer a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) calendar days after the Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit ___ (__) original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment by the Architect/Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused by the Architect/Engineer, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision to the property owner within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved.

4.5 Retainage.

a) If the Contract Amount is $200,000.00 or less, the following shall apply:

County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be

reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

b) If the Contract Amount is in excess of $200,000.00, the following shall apply: County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. This subsection shall not apply if the project is paid, in whole or in part, with federal funds and subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

The County shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

4.6 Monthly payments to Contractor, including the release of any portion or percentage of sums retained prior to final completion of the Project, shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Architect/Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

4.10 All payments under this Agreement and interest on any late payments shall be governed by the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

Section 5. PAYMENTS WITHHELD.

The Architect/Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Architect/Engineer or County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be

necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County and Architect/Engineer in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Architect/Engineer or County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Architect's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a CD/DVD in digital format and/or photographs showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County

to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

a) Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
b) Soil conditions which adversely affect the Work;
c) The hours of operation by Contractor's personnel and subcontractor's personnel;

d) The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
e) All equipment on the Project site, description of equipment use, and designation of time equipment was used (specifically indicating any down time);
f) Description of Work being performed at the Project site;
g) Any unusual or special occurrences at the Project site;
h) Materials received at the Project site; and
i) A list of all visitors to the Project site.

The daily log shall not constitute or take the place of any notice required to be given by Contractor to County or Architect/Engineer pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall

notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any

Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County and Architect/Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Architect/Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Architect/Engineer and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to Architect/Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Indemnification. Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

13.3 Insurance.
Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII

according to the AM Best Rating Guide, latest edition. An “A” or better Best Rating is preferred; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and correct copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) calendar days’ prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor are expressly waived in writing by the County.

All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591.

If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.4 Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or subcontractor(s) under the Contract Documents.

Section 14. COMPLIANCE WITH LAWS

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County and Architect/Engineer in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 C.F.R. 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the abovenamed laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14.2 Employment Eligibility Verification. In accordance with §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the

Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

Section 16. ASSIGNMENT

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT.

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or Architect/Engineer or as provided for in the approved Progress Schedule; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

18.2 County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's

Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3 If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Architect/Engineer and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) calendar days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Architect's substantial completion inspection. From the Architect's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work has been deemed substantially complete by the County.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: 1) the Release and Affidavit in the form attached as **Exhibit D;** 2) consent of surety to final payment; 3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County; 4) a published copy of the Notice of Completion as provided for in this section; and 5) all required close out documents as provided in the Contract Documents. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____
(Project Name and Address)

_____
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Warranty Period.

Section 22. TESTS AND INSPECTIONS

22.1. County, Architect/Engineer, their respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Architect/Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Architect/Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Architect/Engineer and County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Architect/Engineer, such work must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Architect/Engineer, such Work must, if requested by Architect/Engineer, be uncovered for Architect/Engineer's observation and be replaced at Contractor's sole expense.

22.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations by the Architect/Engineer nor inspections, tests or approvals by

others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

22.6. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County or Architect/Engineer, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County or Architect/Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County or Architect/Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work’s warranty period beyond two (2) years.

23.5. If Contractor fails, within a reasonable time after the written notice from County or Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Architect/Engineer or County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) calendar days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County or Architect/Engineer, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County or Architect/Engineer is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Architect/Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjacent to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 28. SAFETY

28.1. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

a) All employees performing the Work and other persons and/or organizations who may be affected thereby;
b) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
c) Other property on the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2 Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when performance of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3 Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4 Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 29. PROJECT MEETINGS.

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the performance of the Work, the Contractor shall attend any and all meetings convened by the Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or the Architect/Engineer.

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

_____

FORM B: Construction
B_CTY.2020.docx
(Revised 2020)

SAMPLE

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND

_____

FOR CONSTRUCTION

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida ("County"), with administrative offices at 221 South Palafox Place, Pensacola, Florida 32502, and _____, a _____ for-profit [corporation OR limited liability company] ("Contractor"), FEI/EIN _____, with a principal address of _____, relating to the Contractor's performance of all work ("Work") in connection with _____, P.D. _____ ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

SECTION 1. CONTRACT DOCUMENTS.

1.1 The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including this Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

1.2 County shall furnish to the Contractor up to ____ (__) set(s) of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor in accordance with the terms of this Agreement the following amount (herein "Contract Amount"): [Contract Amount]

SECTION 4. BONDS.

4.1 Contractor shall provide Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount, the costs of which to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better and Class "V" or higher rating as to financial size

category and the amount required shall not exceed 2% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

4.2 If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

4.3 Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it. (The recording fee is $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

5.1 Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. The Work shall be substantially completed within _____ (__) calendar days from the Commencement Date. The Work shall be fully completed and ready for final acceptance by the County within _____ (___) calendar days from the Commencement Date (herein "Contract Time"). No work under this contract shall commence until certificates of insurance (see **Exhibit A**, paragraph 13.2) have been received and acknowledged by the Purchasing Manager.

5.2 County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$_____**for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the County issues a Substantial Completion Certificate pursuant to the terms hereof.

5.3 Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

5.4 When any period of time is reference to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday, or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Supplemental Terms and Conditions
Exhibit H: Plans and Specifications prepared by County and Identified as follows:
[DESCRIPTION/SHEET NO./DATE]
Exhibit I: Technical Specifications
[DESCRIPTION SHEET NO./DATE]
Exhibit J: Standard Details
[DESCRIPTION SHEET NO./DATE]

SECTION 7. NOTICES

7.1 All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

_____
_____
_____
Attention: _____

7.2 All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

_____
_____
_____
Attention: _____

7.3 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION.
No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS.
Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW.
The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of the Contract.

SECTION 11. NO WAIVER.
The failure of the County to enforce at any time or for any period of time any one or more of the

provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT.
Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY.
Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.
The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

_____
Witness

By:_____
County Administrator

_____
Witness

Date:_____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-29-2020

BCC Approved**:** (DATE)

CONTRACTOR:

By:_____

ATTEST:

By:_____
Corporate Secretary

Its: President

[SEAL]

Date:_____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1 It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. During the performance of the Work, if Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 2. INVESTIGATION AND UTILITIES

2.1 Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility

services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. Within ten (10) calendar days after receipt of the Notice of Award, Contractor shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

3.2. The Progress Schedule shall be updated bi-monthly by Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

[NOTE: FOR LARGER PROJECTS, THROUGH THE SUPPLEMENTAL CONDITIONS OR TECHNICAL SPECIFICATIONS, COUNTY MAY WISH TO EXPAND UPON THE LEVEL OF DETAIL REQUIRED FOR THE PROJECT SCHEDULE.]

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) calendar days after the Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit _____(__) copies of each of its Applications for Payment to the

County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5. Retainage.

a) If the Contract Amount is $200,000.00 or less, the following shall apply:
County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

b) If the Contract Amount is in excess of $200,000.00, the following shall apply:
County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. This subsection shall not apply if the project is paid, in whole or in part, with federal funds and subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

The County shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

4.6. Monthly payments to Contractor, including the release of any portion or percentage of sums retained prior to final completion of the Project, shall in no way imply approval or acceptance of Contractor's work.

4.7. Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8. Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

4.9 **(OPTIONAL)** Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

4.10 All payments under this Agreement and interest on any late payments shall be governed by the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

Section 5. PAYMENTS WITHHELD

The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's

right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2 Prior to submitting its first Application for Payment, Contractor shall provide to County a CD/DVD in digital format and/or photographs showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice of Award is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data

about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit to the County on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

a) Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
b) Soil conditions which adversely affect the Work;
c) The hours of operation by Contractor's personnel and subcontractor's personnel;
d) The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
e) All equipment on the Project site, description of equipment use, and designation of time equipment was used (specifically indicating any down time);
f) Description of Work being performed at the Project site;
g) Any unusual or special occurrences at the Project site;
h) Materials received at the Project site; and
i) A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be

clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor for County.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County,

regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Indemnification. Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

13.3. Insurance.
Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in **Exhibit C** to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An "A" or better Best Rating is preferred; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P. O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and correct copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

All insurance coverages of the Contractor shall be primary to any insurance or self- insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall

commence at the Project site unless and until the required Certificates of Insurance are received by the County.

Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor are expressly waived in writing by the County.

All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591.

If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.4 Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or subcontractor(s) under the Contract Documents.

Section 14. COMPLIANCE WITH LAWS

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 C.F.R. 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the abovenamed laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the

deficiency is corrected.

14.2 Employment Eligibility Verification: In accordance with §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other

material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: 1) the Release and Affidavit in the form attached as **Exhibit D;** 2) consent of surety to final payment; 3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County; and 4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.2 After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____
(Project Name and Address)

_____
(Legal Name and Address - entity of the Contractor)

Subcontractors, materialmen, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Warranty Period.

Section 22. TESTS AND INSPECTIONS

22.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given

County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

22.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the construction plans or Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective

Work.

23.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 28. SAFETY

28.1. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

a) All employees performing the Work and other persons and/or organizations who may be affected thereby;
b) All Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
c) Other property on the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

28.2. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when performance of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3. Contractor shall designate a responsible representative at the Project site whose duty

shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4. Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 29. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the performance of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County.

STANDARD DESIGN-BUILD SERVICES
CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

_____

SAMPLE

FORM C: DESIGN-BUILD
C_DESBLD.2020.docx
(Revised 2020)

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND _____ FOR DESIGN-BUILD SERVICES

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida ("County"), with administrative offices at 221 South Palafox Place, Pensacola, Florida 32502, and _____, a _____ for profit [corporation OR limited liability company] ("Design-Build Firm"), FEI/EIN _____, with a principal address of _____, relating to the Design-Build Firm's performance of all work ("Work") in connection with _____, P.D. _____("Project"), as set forth in the Plans and Specifications furnished by the Design-Build Firm and other Contract Documents hereafter specified.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Design-Build Firm agree as follows:

SECTION 1. CONTRACT DOCUMENTS.

1.1 The Contract Documents consist of this Agreement, the Amendments and Exhibits described in Section 7 hereof, Change Orders, Work Directive Changes, Field Orders, and the solicitation documents, including addenda relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents, including this Agreement, sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Design-Build Firm at the Project site at all times during the performance of the Work.

1.2 In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

1.3 County shall furnish to the Design-Build Firm up to three (3) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

2.1 Generally.
Design-Build Firm will provide all planning, design, and architectural/engineering services required for the proper design and for all other services necessary for the construction of the Project.

2.2 Responsibility with respect to Design.

SAMPLE

1) In fulfilling its obligations under this Section, Design-Build Firm shall employ Architects and Engineers of the appropriate specialties for proper preparation of the Project drawings and specifications, including structural, mechanical, electrical, soils (excepting existing environmental contamination and based upon soil boring reports furnished to Design-Build Firm by County), civil and such other specialties as are reasonably required. All such professional services shall be performed by appropriately State of Florida licensed personnel. Design-Build Firm takes responsibility for the proper performance of such architectural and engineering services.

2) The Design-Build Firm shall prepare and the County shall approve a Pre-Construction Phase schedule as follows:

   (a) PHASE I - SCHEMATIC DESIGN PHASE
   Based upon the County's Project requirements, as set forth in the Design Criteria Package prepared by the County Architect, and set forth in Exhibit I, Schematic Design Studies will be prepared by the Design-Build Firm. These Schematics are for the purpose of assisting the County in determining the feasibility of the Project.

   (b) PHASE 2 - DESIGN DEVELOPMENT
   Upon approval of Schematic Designs and authorization from the County to proceed, the Design-Build Firm shall prepare Design Development documents to fix the size and character of the Project as to structural, mechanical and electrical systems, materials, and other appropriate essential items in the Project. These Development Documents shall be the basis for the design and construction of the Project. Approved Development Documents shall be incorporated in Exhibit K.

   (c) PHASE 3 - WORKING DRAWINGS AND SPECIFICATIONS
   From approved Design Development Documents, the Design-Build Firm will prepare working Drawings and Specifications setting forth in detail the requirements for the construction of the Project, and based upon codes, laws, or regulations which have been enacted at the time of their preparation.

3) The Design-Build Firm and the County will work closely together to monitor the design in accordance with prior approvals so as to ensure that the Project can be constructed within the amount as defined in Section 3. As these working Drawings and Specifications are being completed, the Design-Build Firm will keep the County advised of the effects of any County requested changes on the Contract Time Schedule and/or the Guaranteed Maximum Price (“GMP”). Construction of the Project shall be in accordance with these Drawings and Specifications as approved by the County and incorporated in the exhibits. The Drawings and Specifications shall remain the property of the County and may be used by the County on this or other projects without the written consent of the Design-Build Firm.

4) After the completion of any Pre-Construction Phase as set forth above in Subsection 2. B., paragraphs 2) (a), (b), and (c), if the Project is no longer feasible for any reason from the standpoint of the County, the County may terminate this Agreement and pay the Design-Build Firm pursuant to Section 3 “Contract Amount”.

SAMPLE

2.3 Responsibility with Respect to Construction.

1) The Design-Build Firm will provide all construction supervision, inspection, labor, materials, tools, construction equipment, and subcontracted items of every kind and type necessary for the timely execution and full completion of the Project in a good workmanlike manner required by the Contract.

2) The Design-Build Firm will pay all sales, use, gross receipts and similar taxes related to the Work provided by the Design-Build Firm, which have been legally enacted at the time of execution of this Agreement and for which the Design-Build Firm is liable.

3) The Design-Build Firm will prepare and submit for the County's approval an estimated progress schedule for the Project. This schedule shall indicate the dates for the starting and completion of the various stages of the construction. It shall be revised as required by the conditions of the Work and by those conditions and events, which are beyond the Design-Build Firm's control. (**Exhibit O)**

4) The Design-Build Firm shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The system shall be satisfactory to the County, which shall be afforded access to all of the Design-Build Firm's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. The Design-Build Firm shall preserve all such records for a period of three (3) years after the final payment or longer where required by law. All such records shall be subject to public disclosure under Chapter 119, Florida Statutes, the Florida Public Records Law. Failure to disclose such documents shall result in the termination of this Agreement by the County.

2.4 Royalties and Patents.

The Design-Build Firm shall pay all royalties and license fees for materials, methods, and systems incorporated in the Work. It shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss on account thereof except when a particular design process or product is specified by the County. In such case the Design-Build Firm shall be responsible for such loss only if it has reason to believe that the design, process, or product so specified is an infringement of a patent, and fails to give such information promptly to the County.

2.5 Warranties and Completion.

In addition to the warranty set forth in Section 20, General Conditions:

1) The Design-Build Firm will secure required certificates of inspection, testing, or approval and deliver them to the County.

2) The Design-Build Firm will collect all written warranties and equipment manuals and deliver them to the County.

3) The Design-Build Firm, with the assistance of the County's maintenance personnel, will direct the commissioning of utilities and the operations of the Project’s systems and equipment, and will assist in their initial start-up and testing.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Design-Build Firm of the covenants in this

SAMPLE

Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Design-Build Firm in accordance with the terms of this Agreement the following Guaranteed Maximum Price (GMP) amount for the Project (herein "Contract Amount"):
$_____.

SECTION 4. DESIGN-BUILD FIRM FEES.

4.1 Pre-Construction Phase Fee. For the performance of the design services set forth herein and for profit and overhead related to these services, a total fee of $_____ shall be paid to the Design-Build Firm. The Pre-construction Phase Fee for the Project shall be paid in monthly payments of $_____ each. The first monthly payment shall become due thirty (30) days following the issuance by the County of the Notice To Proceed with the design services for the Project and monthly thereafter based on the project schedule and approval by County of deliverables as set forth in **Exhibit M** (Design Fee proposal) and **Exhibit J** (Schedule of Project Fees).

The Design-Build Firm's design personnel to be assigned during the Pre-Construction Phase(s) of the Work and their duties, responsibilities, and fee schedule, and the duration of their assignments are shown on **Exhibit N**, which is incorporated by reference herein. Such personnel shall not be replaced without the prior written consent of the County which shall not unreasonably withhold such consent.

4.2 Construction Phase Fee. Prior to commencement of the Construction Phase of the Project, the County will direct the Design-Build Firm in writing to proceed with that Construction Phase. The Design-Build Firm's compensation for services performed during the Construction Phase shall be a total fee of $_____ (However, the County retains the right to review the need and effectiveness of any employee or employees assigned by the Design-Build Firm, should the County question the need for the employee or employees). The Construction Phase Fee shall be paid in monthly payments of $_____ each and one final monthly payment of $_____ at the conclusion of the Project. The first monthly payment shall become due thirty (30) days following the issuance of the Construction Phase Notice to Proceed by the County and the final monthly payment shall be paid only when construction of the Project is finally completed and occupancy of is accepted by the County. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the County. The construction phase fee shall be negotiated based on the Design and the negotiated fee and supporting documentation shall be incorporated in **Exhibit J** (Schedule of Project Fees).

4.3 Design-Build Firm's Exclusive Remedy. In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the County, or is attributable to the County, the Design-Build Firm's sole and exclusive remedy is an extension of the construction completion date.

4.4 Overhead and Profit for the Construction Phase. For overhead, profit, and general expenses of any kind for services provided during and related to the Construction Phase of the Project, the fee shall be $_____, and shall be paid proportionally to the ratio of the cost of the Work in place, and less retainage as it bears on the latest estimate of the total construction cost or to the GMP or to the County's Construction Budget, whichever is less. The balance of the fee shall be paid when construction of the Project is finally completed and occupancy of the Project accepted by the County as provided in this Agreement. If construction is authorized only for a part of a phase of the Project, the fee paid shall be proportionate to the

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amount of Work authorized by the County. The Overhead and Profit for the Construction Phase shall be negotiated based on the design and set forth in **Exhibit J** (Schedule of Project Fees).

4.5 All payments under this Agreement and interest on any late payments shall be governed by the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

SECTION 5. BONDS.

5.1 Design-Build Firm shall provide Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of one hundred percent (100%) of the Contract Amount, the costs of which to be paid by Design-Build Firm. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better and Class "V" or higher rating as to financial size category and the amount required shall not exceed two percent (2%) of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

5.2 If the surety for any bond furnished by Design-Build Firm is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Design-Build Firm shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by the Design-Build Firm to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

5.3 Pursuant to §255.05, Florida Statutes, the Design-Build Firm shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it. (The recording fee is $10.00 for the first page and $8.50 for each additional page).

SECTION 6. CONTRACT TIME AND LIQUIDATED DAMAGES.

6.1 Time is of the essence in the performance of the Work under this Agreement. Design-Build Firm shall commence the Work within ten (10) calendar days from the Commencement Date, established in each Phase's Notice to Proceed. No Work shall be performed at the Project site prior to such Commencement Dates. Design-Build Firm shall provide forty-eight (48) hours' notice prior to beginning the Work. The Work shall be substantially completed within _____ ( ) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within _____ ( ) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling _____ ( ) calendar days (herein "Contract Time").

6.2 County and Design-Build Firm recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Design-Build Firm fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$**_____ for each calendar day thereafter until Substantial Completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the Project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified

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part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a “punch list” of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment as provided herein.

6.3 Design-Build Firm hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Design-Build Firm fails to substantially complete the Work in accordance with the progress schedule.

6.4 When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 7. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Owner Direct Purchases- FORM OF 0205 (if applicable)
Exhibit H: Contract Definitions
Exhibit I: Design Criteria Package
Exhibit J: Schedule of Project Fees
Exhibit K: Approved schematic Designs/Development Documents
Exhibit L: Approved GMP Construction Drawings and Specifications
Exhibit M: Pre-Construction Fee proposal
Exhibit N: Design-Build Firm Project Personnel Roster
Exhibit O: Project Schedule
Exhibit P: GMP Amount Detail
Exhibit Q: Information Package
Exhibit R: If Required

SECTION 8. NOTICES.

8.1 All notices required or made pursuant to this Agreement by the Design-Build Firm to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

_____
_____
_____
Attention: _____

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8.2 All notices required or made pursuant to this Agreement by County to Design-Build Firm shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

_____
_____
_____
Attention: _____

8.3 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 9. MODIFICATION.
No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 10. SUCCESSORS AND ASSIGNS.
Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 11. GOVERNING LAW.
The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida, and the Parties stipulate venue for matters relating to the subject of this Agreement shall be in the County of Escambia.

SECTION 12. NO WAIVER.
The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 13. ENTIRE AGREEMENT.
Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 14. SEVERABILITY.
Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 15. PUBLIC RECORDS.
The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor

SAMPLE

fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

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

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS: _____

WITNESS: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-29-2020

ATTEST:

By:_____
Corporate Secretary

[SEAL]

By:_____
County Administrator

Date:_____

BCC Approved (DATE)_____

DESIGN-BUILD FIRM:

By:_____
(Name)

Its: President

Date:_____

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EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. During the performance of the Work, if Design-Build Firm discovers a conflict, error or discrepancy in the Contract Documents, Design-Build Firm immediately shall report same to the County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design-Build Firm's Architect/Engineer. Design-Build Firm shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Design-Build Firm with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Design-Build Firm shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Design-Build Firm, as determined by its Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 2. INVESTIGATION AND UTILITIES

2.1 Design-Build Firm shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Design-Build Firm to acquaint itself with any applicable conditions shall not relieve Design-Build Firm from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

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2.2. Design-Build Firm shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Design-Build Firm shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Design-Build Firm shall schedule and coordinate its Work around any such relocation or temporary service interruption. Design-Build Firm shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. PROGRESS PAYMENTS FOR CONSTRUCTION PHASE

3.1. Prior to submitting its first Application for Payment, Design-Build Firm shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Design-Build Firm's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.

3.2. Prior to submitting its first Monthly Application for Payment, Design-Build Firm shall submit to County a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) calendar days after Commencement Date of construction.

3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

3.4. Design-Build Firm shall submit three (3) copies of each of its Applications for Payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Design-Build Firm indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Design-Build Firm may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Design-Build Firm may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Design-Build Firm.

SAMPLE

If the administrative decision is disputed, the Design-Build Firm may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Design-Build Firm will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Design-Build Firm the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

3.5. The following provisions relating to retainage shall not apply to applications for payment for work performed pursuant to Section 2.A. of the Agreement, relating to the Design Phase.

a) If the Contract Amount is $200,000.00 or less, the following shall apply:
County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to the Design-Build Firm until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Design-Build Firm upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

b) If the Contract Amount is in excess of $200,000.00, the following shall apply:
County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Design-Build Firm upon receiving a certificate of substantial completion and approval from the Architect/Engineer. This subsection shall not apply if the project is paid, in whole or in part, with federal funds and subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

The County shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

3.6. Monthly payments to Design-Build Firm, including the release of any portion or percentage of sums retained prior to final completion of the Project, shall in no way imply approval or acceptance of Design-Build Firm's work.

3.7. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Design-Build Firm.

SAMPLE

3.8 All payments under this Agreement and interest on any late payments shall be governed by the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

Section 4. PAYMENTS WITHHELD

The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Design-Build Firm under this Agreement or any other agreement between County and Design-Build Firm, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Design-Build Firm to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Design-Build Firm; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Design-Build Firm's expense. County also may offset against any sums due Design-Build Firm the amount of any liquidated or un-liquidated obligations of Design-Build Firm to County, whether relating to or arising out of this Agreement or any other agreement between Design-Build Firm and County.

Section 5. FINAL PAYMENT

5.1. County shall make final payment to Design-Build Firm within thirty (30) calendar days after the Work is finally inspected and accepted by County in accordance with Section 19.1 herein, provided that Design-Build Firm first, and as an explicit condition precedent to the accrual of Design-Build Firm's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

5.2. Design-Build Firm's acceptance of final payment shall constitute a full waiver of any and all claims by Design-Build Firm against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Design-Build Firm as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Design-Build Firm hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 6. SUBMITTALS AND SUBSTITUTIONS

6.1. Design-Build Firm shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Design-Build Firm shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

SAMPLE

6.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Design-Build Firm to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Design-Build Firm and all such requests must be submitted by Design-Build Firm to County within thirty (30) calendar days after Notice of Award is received by Design-Build Firm.

6.3. If Design-Build Firm wishes to furnish or use a substitute item of material or equipment, Design-Build Firm shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Design-Build Firm's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other Design-Build Firms affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Design-Build Firm to furnish at Design-Build Firm's expense additional data about the proposed substitute.

6.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Design-Build Firm may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Design-Build Firm submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

6.5. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Design-Build Firm to furnish at Design-Build Firm's expense a special performance guarantee or other surety with respect to any substitute.

Section 7. DAILY REPORTS, AS-BUILTS AND MEETINGS

7.1. Unless waived in writing by County, during the Construction Phase, Design-Build Firm shall complete and submit to the County on a weekly basis a daily log of the Design-Build Firm's work for the preceding week in a format approved by the County. The daily log shall document all activities of Design-Build Firm at the Project site including, but not limited to, the following:

SAMPLE

a) Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
b) Soil conditions which adversely affect the Work;
c) The hours of operation by Contractor's personnel and subcontractor's personnel;
d) The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
e) All equipment on the Project site, description of equipment use, and designation of time equipment was used (specifically indicating any down time);
f) Description of Work being performed at the Project site;
g) Any unusual or special occurrences at the Project site;
h) Materials received at the Project site; and
i) A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Design-Build Firm to County pursuant to the Contract Documents.

7.2. Design-Build Firm shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Design-Build Firm submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Design-Build Firm throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Design-Build Firm's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Design-Build Firm for County.

7.3. Design-Build Firm shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 8. CONTRACT TIME AND TIME EXTENSIONS

8.1. Design-Build Firm shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Architect/Engineer, subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Design-Build Firm. Design-Build Firm shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

SAMPLE

8.2. Should Design-Build Firm be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Design-Build Firm, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Design-Build Firm shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Design-Build Firm may have had to request a time extension.

8.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Design-Build Firm of its duty to perform or give rise to any right to damages or additional compensation from County. Design-Build Firm expressly acknowledges and agrees that it shall receive no damages for delay. Design-Build Firm's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 9. CHANGES IN THE WORK

9.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Design-Build Firm shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Design-Build Firm for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

9.2. A Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Design-Build Firm and County concerning the requested changes. Design-Build Firm shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Design-Build Firm shall mutually agree.

9.3. If County and Design-Build Firm are unable to agree on a Change Order for the requested change, Design-Build Firm shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Design-Build Firm disagrees with the County's adjustment determination, Design-Build Firm must make a claim pursuant to Section 10 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

9.4. In the event a requested change results in an increase to the Contract Amount, as to design the amount of the increase shall be based upon the standard hourly billing rates, according to classification of the Design-Build Firm's Architect/Engineer plus expenses to be charged at actual cost. As to the construction, the amount of the increase shall be limited to the Design-Build Firm's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all

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Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Design-Build Firm for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Design-Build Firm and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

9.5. County shall have the right to conduct an audit of Design-Build Firm's books and records to verify the accuracy of the Design-Build Firm's claim with respect to Design-Build Firm's costs associated with any Change Order.

9.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Design-Build Firm.

Section 10. CLAIMS AND DISPUTES

10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Design-Build Firm arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

10.2. Claims by the Design-Build Firm shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Design-Build Firm shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Design-Build Firm shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 9.4.

10.3. The Design-Build Firm shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 11. OTHER WORK

11.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Design-Build Firm. If Design-Build Firm believes that such performance will involve additional expense to Design-Build Firm or require additional time, Design-Build Firm shall send written notice of that fact to County within forty-eight (48) hours of being notified of the other work. If the Design-Build Firm fails to send the above required forty-eight (48) hour notice, the Design-Build Firm will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

11.2. Design-Build Firm shall afford each utility owner and other Design-Build Firm (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment

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and the execution of such work and shall properly connect and coordinate its Work with theirs. Design-Build Firm shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design-Build Firm shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

11.3. If any part of Design-Build Firm's Work depends for proper execution or results upon the work of any other Design-Build Firm or utility owner (or County), Design-Build Firm shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Design-Build Firm's failure to report will constitute an acceptance of the other work as fit and proper for integration with Design-Build Firm's Work.

Section 12. INDEMNIFICATION AND INSURANCE

12.1. Indemnification. Design-Build Firm shall pay on behalf of or indemnify and hold harmless the County and its, agents, officers and employees from all liabilities, damages, losses, and costs, including attorneys' and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Design-Build Firm or by any person, firm or corporation (including but not limited to the Architect/Engineer) to whom any portion of the Work is subcontracted by Design-Build Firm or resulting from the use by Design-Build Firm, or by any one for whom Design-Build Firm is legally liable, of any materials, tools, machinery or other property of County. Design-Build Firm's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Design-Build Firm or by any person, firm or corporation to whom any portion of the Work is subcontracted by Design-Build Firm, and Design-Build Firm shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Design-Build Firm agree one percent (1%) of the Contract Amount paid by County to Design-Build Firm shall be given as separate consideration for this indemnification, and any other indemnification of County by Design-Build Firm provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Design-Build Firm by Design-Build Firm's acceptance and execution of the Agreement.

Design Build Firm agrees that such indemnification by Design Build Firm relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. The Design-Build Firm's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

12.2 Duty to Provide Legal Defense. To the extent permitted by law, the Design-Build Firm shall pay for and provide a legal defense for County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by County, for all liabilities, damages, losses, and costs as described in paragraph 12.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

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12.3 Insurance.

Design-Build Firm shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Design-Build Firm with required insurance shall be rated with a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Design-Build Firm and prior to the commencement of work, Design-Build Firm shall provide County with properly executed Certificates of Insurance to evidence Design-Build Firm's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Design-Build Firm shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

All insurance coverages of the Design-Build Firm shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

Design-Build Firm shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in writing by the County.

All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Design-Build Firm to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Design-Build Firm within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding

SAMPLE

insurance policies shall be consecutive to the expiring policy.

All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

Should at any time the Design-Build Firm not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Design-Build Firm for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

12.4 Design-Build Firm shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Design-Build Firm or sub-Contractor under the contract documents.

Section 13. COMPLIANCE WITH LAWS

13.1 Design-Build Firm agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Design-Build Firm observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the abovenamed laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Design-Build Firm, until the deficiency is corrected.

13.2 Employment Eligibility Verification. In accordance with §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 14. CLEANUP AND PROTECTIONS

14.1. Design-Build Firm agrees to keep the Project site clean at all times of debris, rubbish and

SAMPLE

waste materials arising out of the Work. At the completion of the Work, Design-Build Firm shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

14.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Design-Build Firm from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Design-Build Firm to the condition equal to that existing at the time of Design-Build Firm's commencement of the Work.

Section 15. ASSIGNMENT

Design-Build Firm shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Design-Build Firm does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Design-Build Firm all of the obligations and responsibilities that Design-Build Firm has assumed toward County.

Section 16. PERMITS, LICENSES AND TAXES

16.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Design-Build Firm. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Design-Build Firm to County have been disclosed to Design-Build Firm in the bidding documents or other request for proposal at the time the Project was let for bid. If Design-Build Firm performs any Work without obtaining, or contrary to, such permits or licenses, Design-Build Firm shall bear all costs arising therefrom. Design-Build Firm shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

16.2. Design-Build Firm shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 17. TERMINATION FOR DEFAULT

17.1. Design-Build Firm shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Design-Build Firm: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) commits errors or omissions in the performance of the architectural/engineering design or inspection services; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

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17.2. County shall notify Design-Build Firm in writing of Design-Build Firm's default(s). If County determines that Design-Build Firm has not remedied and cured the default(s) within seven (7) calendar days following receipt by Design-Build Firm of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Design-Build Firm's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Design-Build Firm's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Design-Build Firm, take assignments of any of Design-Build Firm's subcontracts and purchase orders, and complete all or any portion of Design-Build Firm's Work by whatever means, method or agency which County, in its sole discretion, may choose.

17.3. If County deems any of the foregoing remedies necessary, Design-Build Firm agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Design-Build Firm agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Design-Build Firm. The amount to be paid to the Design-Build Firm or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

17.4. The liability of Design-Build Firm hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

17.5. If, after notice of termination of Design-Build Firm's right to proceed pursuant to this Section, it is determined for any reason that Design-Build Firm was not in default, or that its default was excusable, or that County is not entitled to the remedies against Design-Build Firm provided herein, then Design-Build Firm's remedies against County shall be the same as and limited to those afforded Design-Build Firm below under Subsection 18.1, Termination for Convenience.

17.6 If the Design-Build Firm refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Design-Build Firm in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Design-Build Firm and his surety, if any, seven (7) days written notice, during which period Design-Build Firm still fails to allow access, terminate the employment of the Design-Build Firm and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Design-Build Firm, and may finish the project by whatever method it may deem expedient. In such case, the Design-Build Firm shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Design-Build Firm (excluding monies owed the Design-Build Firm for subcontract work).

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Section 18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

18.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Design-Build Firm. In the event of such termination for convenience, Design-Build Firm's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Design-Build Firm shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.2. County shall have the right to suspend all or any portions of the Work upon giving Design-Build Firm two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Design-Build Firm's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Design-Build Firm be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Design-Build Firm shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 19. COMPLETION

19.1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Design-Build Firm is due and payable. The final payment shall not become due and payable until Design-Build Firm submits: 1) the Release and Affidavit in the form attached as **Exhibit D;** 2) consent of surety to final payment; 3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County; and 4) a published copy of the Notice of Completion as provided for in section 19.2. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

19.2 After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Design-Build Firm in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Design-Build Firm has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Design-Build Firm)

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Subcontractors, materialmen, and other persons having payment claims against the Design-Build Firm relating to this project should govern themselves accordingly.

Section 20. WARRANTY

Design-Build Firm shall obtain and assign to County all express warranties given to Design-Build Firm or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Design-Build Firm warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Design-Build Firm further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Design-Build Firm shall correct it promptly after receipt of written notice from County. Design-Build Firm shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Warranty Period.

Section 21. TESTS AND INSPECTIONS

21.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Design-Build Firm shall provide proper, safe conditions for such access. Design-Build Firm shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

21.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Design-Build Firm shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

21.3. If any Work that is to be inspected, tested, or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Design-Build Firm's expense unless Design-Build Firm has given County timely notice of Design-Build Firm's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Design-Build Firm's sole expense.

21.4. The County shall charge to Design-Build Firm and may deduct from any payments due Design-Build Firm all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday, or holidays.

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21.5. Neither observations by the County nor inspections, tests or approvals by others shall relieve Design-Build Firm from Design-Build Firm's obligations to perform the Work in accordance with the Contract Documents.

Section 22. DEFECTIVE WORK

22.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County, Design-Build Firm shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with undefective Work. Design-Build Firm shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

22.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Design-Build Firm, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Design-Build Firm shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Design-Build Firm shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

22.3. If any portion of the Work is defective, or Design-Build Firm fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Design-Build Firm to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Design-Build Firm or any other party.

22.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Design-Build Firm shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Design-Build Firm shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work.

22.5. If Design-Build Firm fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Design-Build Firm fails to perform the Work in accordance with the Contract Documents, or if Design-Build Firm fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Design-Build Firm, correct and remedy any such

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deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Design-Build Firm from any or all of the Project site, take possession of all or any part of the Work, and suspend Design-Build Firm's services related thereto, take possessions of Design-Build Firm's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Design-Build Firm but which are stored elsewhere. Design-Build Firm shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Design-Build Firm, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Design-Build Firm's defective Work. Design-Build Firm shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 23. SUPERVISION AND SUPERINTENDENTS

Design-Build Firm shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Design-Build Firm shall be responsible to see that the finished Work complies accurately with the Contract Documents. Design-Build Firm shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Design-Build Firm's representative at the Project site and shall have authority to act on behalf of Design-Build Firm. All communications given to the superintendent shall be as binding as if given to the Design-Build Firm. County shall have the right to direct Design-Build Firm to remove and replace its Project superintendent, with or without cause.

Section 24. PROTECTION OF WORK

24.1. Design-Build Firm shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Design-Build Firm, or any one for whom Design-Build Firm is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate Design-Build Firms, Design-Build Firm shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Design-Build Firm.

24.2. Design-Build Firm shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Build Firm subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 25. EMERGENCIES

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Design-Build Firm, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Design-Build Firm shall give County written notice within forty-eight (48) hours after the

SAMPLE

occurrence of the emergency, if Design-Build Firm believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Design-Build Firm fails to provide the forty-eight (48) hour written notice noted above, the Design-Build Firm shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 26. USE OF PREMISES

Design-Build Firm shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Design-Build Firm shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 27. SAFETY

27.1. The Design-Build Firm shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Design-Build Firm shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

a) All employees performing the Work and other persons and/or organizations who may be affected thereby;
b) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
c) Other property on the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

27.2. The Design-Build Firm shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Design-Build Firm shall erect and maintain all necessary safeguards for such safety and protection. The Design-Build Firm shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Design-Build Firm's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

27.3. The Design-Build Firm shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Design-Build Firm's superintendent unless otherwise designated in writing by the Design-Build Firm to the County.

SAMPLE

27.4. The Design-Build Firm shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 28. PROJECT MEETINGS

Prior to the commencement of Work, the Design-Build Firm shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the performance of the Work, the Design-Build Firm shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Design-Build Firm shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County.

SAMPLE

STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

_____

SAMPLE

FORM D: Road/Drainage
D_DRANRD.2020.docx
(Revised 2020)

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND _____ FOR ROAD/DRAINAGE CONSTRUCTION

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida ("County"), with administrative offices at 221 South Palafox Place, Pensacola, Florida 32502, and _____, a _____ for profit [corporation OR limited liability company] ("Contractor"), FEI/EIN _____, with a principal address of _____, relating to the Contractor's performance of all work ("Work") in connection with _____, P.D. _____ ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

SECTION 1. CONTRACT DOCUMENTS.

1.1 The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

1.2 In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

1.3 County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor in accordance with the terms of this Agreement the following amount (herein "Contract Amount"): [Contract Amount]

SAMPLE

SECTION 4. BONDS.

4.1 Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

4.2 If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

4.3 Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The recording fee is $10.00 for the first page and $8.50 for each remaining page.)

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

5.1 Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within _____ ( ) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within _____ ( ) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling _____ ( ) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

5.2 County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$**_____ for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

SAMPLE

5.3 Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

5.4 When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday, or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by/for County and identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES.

7.1 All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

_____
_____
_____
Attention: _____

7.2 All correspondence with the Contractor will be addressed to the following:

_____
_____
_____
Attention: _____

7.3 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SAMPLE

SECTION 9. SUCCESSORS AND ASSIGNS.
Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW.
The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER.
The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT.
Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY.
Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.
The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County

SAMPLE

Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

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

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

Witness: _____

By: _____
County Administrator

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-29-2020

CONTRACTOR:
_____, a _____, authorized to do business in the State of Florida.

ATTEST:

By: _____
Corporate Secretary

(Seal)

By: _____

Its: President

Date: _____

SAMPLE

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract

SAMPLE

Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all

SAMPLE

of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit _____ (__) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 <u>Retainage.</u>

a) If the Contract Amount is $200,000.00 or less, the following shall apply:
County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

b) If the Contract Amount is in excess of $200,000.00, the following shall apply:
County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. This subsection shall not apply if the project is paid, in whole or in part, with federal funds and

SAMPLE

subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

The County shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

4.6 Monthly payments to Contractor, including the release of any portion or percentage of sums retained prior to final completion of the Project, shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

4.9 All payments under this Agreement and interest on any late payments shall be governed by the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

Section 5. PAYMENTS WITHHELD

The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims

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by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a CD/DVD in digital format and/or photographs showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated

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in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

a) Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
b) Soil conditions which adversely affect the Work;
c) The hours of operation by Contractor's personnel and subcontractor's personnel;
d) The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
e) All equipment on the Project site, description of equipment use, and designation of time equipment was used (specifically indicating any down time);
f) Description of Work being performed at the Project site;
g) Any unusual or special occurrences at the Project site;
h) Materials received at the Project site; and
i) A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon

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completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

a) Contractor notified the County in writing within forty-eight (48) hours of the delay;
b) The weather was unusual as documented by supporting data;
c) The weather had an adverse impact on the contractor’s schedule (critical path only); and
d) The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

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Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

SAMPLE

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Indemnification. Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be

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limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

13.3 Insurance.

Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy,

Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in writing by the County.

All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.4 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 C.F.R. 1910 and 1926, respectively, General

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Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 Employment Eligibility Verification. In accordance with §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

SAMPLE

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

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18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance

SAMPLE

with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____
(Project Name and Address)

_____
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment, or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects, and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers, or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Warranty Period.

SAMPLE

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Benchmarks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by any incorrect layout and grade spotting work or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings do not conform to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the County/Owner for compensation or damage by reasons for failure of the Engineer to accurately represent upon said Drawings, points, grades, and levels conforming to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

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23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's

SAMPLE

services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give

SAMPLE

County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. Contractor shall commit no public nuisance.

Section 29. SAFETY

29.1. Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

a) All employees performing the Work and other persons and/or organizations who may be affected thereby;
b) All Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
c) Other property on the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

29.2. Contractor shall comply with all applicable codes, laws, ordinances, rules, and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless

SAMPLE

otherwise designated in writing by the Contractor to the County.

29.4 Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the performance of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

SAMPLE

STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
ESCAMBIA COUNTY

AND

_____

FORM F: CONSULTING SERVICES FOR TASK ORDERS
(Revised 2020)

SAMPLE

TABLE OF CONTENTS

		PAGE
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	5
ARTICLE 4	Ordering of Work	5
ARTICLE 5	Time for Performance	5
ARTICLE 6	Compensation and Method of Payment	6
ARTICLE 7	Additional Services and Changes in Scope of Services	9
ARTICLE 8	County's Responsibilities	9
ARTICLE 9	Consultant's Responsibilities	10
ARTICLE 10	General Conditions	11

SAMPLE

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is made and entered into this ___ day of _____, 20_, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 Palafox Place, Pensacola, Florida 32502-1590, (hereinafter referred to as "County,") and _____, a for-profit _____, authorized to conduct business in the State of Florida, FEI/EIN _____, whose principal address is _____, (hereinafter referred to as "Consultant").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the purpose of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS:
The Board of County Commissioners is the governing body of Escambia County, Florida.

1.2 CONSULTANT:
_____ is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR:
Whenever the term Contract Administrator is used herein, it is intended to mean (Dept. Name), (Title), Escambia County (Dept.). In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 COUNTY:
Escambia County, Florida is a political subdivision of the State of Florida.

1.5 NOTICE TO PROCEED:
The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the County or the Contract Administrator to commence the project.

1.6 PROJECT:
The project is the task, as defined in Section 1.10, assigned to the Consultant pursuant to this Agreement.

1.7 PROJECT MANAGER:
The project manager shall mean the staff person within the County's (Dept. Name) who is assigned by the Contract Administrator to oversee the task order work.

1.8 SCOPE OF SERVICES:

SAMPLE

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for Escambia County as requested and as outlined herein.

1.9 SCOPE OF WORK:
The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to, project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.10 TASK ORDER:
The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiations.

2.2 The Board of County Commissioners has complied with the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected the Consultant to perform such services hereunder.

2.3 Escambia County will budget funds for each task order issued under the Agreement.

ARTICLE 3
SCOPE OF SERVICES

3.1 The Consultant will provide _____(briefly describe)_____ as hereinafter described in this Article 3 for tasks outlined in Escambia County's Request for Proposals, Specification No. P.D. _____. In the event of a conflict between the terms of the RFP and this Agreement, the terms of this Agreement shall prevail.

3.2 The basic professional services to be provided are as set forth in Exhibit A, attached hereto and incorporated by reference herein, and unless otherwise specifically excluded from any particular task order, these services shall comport with County guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

ARTICLE 4
ORDERING OF THE WORK

4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be

SAMPLE

accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.

4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each task order. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.

4.3 In the event a mutually agreeable number of hours is reached, the County will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open negotiations for the same scope of work with another firm.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 As a part of its task order proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.

5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the County. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT

6.1 COMPENSATION:

(a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit B, attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the (Dept. Name) and approved by the Board of County Commissioners. For each such task order, the Consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.

(b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit B, attached hereto and made a part hereof, including, but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement.

SAMPLE

A detailed breakdown for these costs shall be kept current and readily accessible to the County.

6.2 ANNUAL APPROPRIATION: Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

6.3 YEARLY ADJUSTMENT OF CONSULTANT'S RATES:

(a) On or before August 31st of each contract year, either party may request an adjustment in the Consultant's existing hourly rate schedule. Both the Consultant and the County agree to enter into negotiations concerning such changes upon receipt of a written request from the other detailing the proposed changes and specifying the reasons for such changes. Should the parties fail to reach agreement on the Consultant's revised hourly rates within thirty (30) days after the commencement of such negotiations, this Agreement shall terminate by operation of law on October 1st of that contract year, and the Consultant shall no longer be eligible to offer its services to the County pursuant to this Agreement.

(b) The effective date of any such adjustment shall be October 1st of the contract year. The Consultant agrees that throughout the life of this Agreement, at no time will the negotiated rates charged to the County be in excess of any other published or unpublished rates paid by any other client of the same class under similar terms and conditions of use and service.

(c) Rate adjustments shall be made a part of this Agreement by the issuance of a written contract amendment executed by the parties.

6.4 DIRECT EXPENSES:

(a) Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:

1. Transportation expenses in connection with any task order.
2. Living expenses in connection with travel inside and outside of Escambia County and other related expenses.
3. Long distance communications and other miscellaneous communications expenses.
4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.
5. Cost of any software or hardware used or developed for any task order, including CAD/CADD time.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Agreement.

6.5 METHOD OF BILLING AND PAYMENT:

(a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant

SAMPLE

which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work performed by a subcontractor, the Consultant shall attach copies of the subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.

(b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

6.6 Payment requisitions will be sent to:

(Contact Name & Title)
(Dept. Name)
(Address)
Pensacola, Florida (Zip)
(850) (Telephone #)
(850) (Fax #)

Notices will be sent to:

County Administrator
Escambia County Administrator
221 Palafox Place
Pensacola, Florida 32502-1590
(850) 595-4900
(850) 595-4908

6.7 Payments and notices will be made to the Consultant at:

(Principle Name & Title)
(Consulting Firm's Name)
(Address)
(City, State, Zip)

(a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

ARTICLE 7
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the procurement policies of Escambia County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

SAMPLE

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will be formalized by a written change order to the task order issued by the County to the Consultant.

7.3 The County shall have authority to order extensions in the Consultant's schedule for completion of the Scope of Work of individual project task orders by providing written notice to the Consultant.

ARTICLE 8
COUNTY'S RESPONSIBILITIES

8.1 The County shall assist the Consultant by providing all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

8.2 The County shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations.

8.3 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.

8.5 The County will assist in obtaining approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the task order by the Consultant.

8.6 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

8.7 The County will perform an evaluation of the services provided by the Consultant at the completion of work for each task order. This evaluation will consider the timeliness as well as the quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the County.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

9.1 QUALITY OF SERVICES:

SAMPLE

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

9.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional engineers.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 10
GENERAL CONDITIONS

10.1 OWNERSHIP OF DOCUMENTS

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure

SAMPLE

return of the County's property by collecting a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

10.2 SUSPENSION OR TERMINATION:

(a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.

(b) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(d) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

10.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt

SAMPLE

or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the Agreement. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

10.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10.5 SUBCONTRACTORS: In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the Consultant must secure the prior written approval of the County unless such work is specifically detailed in the task order.

Any subcontractors or other professional associates retained by Consultant must carry the appropriate insurance coverage as specified in paragraph 10.8 below in an amount equal to or greater than the coverage carried by the Consultant.

10.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Government and its successors.

SAMPLE

10.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY: The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations;

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease; and

(d) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced. If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits

SAMPLE

of liability applicable to the policy referenced above and to which the endorsement attaches.

It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be “additional insureds” on all liability policies (except professional liability). Certificates of insurance shall be provided to Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days’ notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Agreement seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time or other relief with respect to the terms of the contract documents. The term “claim” also includes other disputes and matters in question between the County and the Consultant arising out of or relating to the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.

(b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.

(c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the project shall be addressed.

10.11 ALL PRIOR AGREEMENTS SUPERSEDED

(a) This document incorporates and includes all prior negotiations, correspondence,

SAMPLE

conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.12 TERM OF AGREEMENT: This Agreement shall be for a one (1) year term beginning (Month Day, Year) and continuing through (Month Day, Year), with an option to renew for two (2) successive one (1) year periods.

10.13 TRUTH-IN-NEGOTIATION CERTIFICATE: Signature of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

10.14 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

10.15 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

10.16 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46 of the Escambia County Code of Ordinances.

10.17 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

10.18 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

SAMPLE

10.19 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

10.20 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

10.21 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

10.22 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with §448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

10.23 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

10.24 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

SAMPLE

10.25 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

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

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS: _____

WITNESS: _____

By: _____
County Administrator

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-29-2020

CONSULTANT:
(Consultant Firm's Name), a for-profit _____ authorized to do business in the State of Florida.

By: _____
President

ATTEST:

By: _____
Corporate Secretary

Date: _____

[SEAL]

SAMPLE

STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
ESCAMBIA COUNTY

AND

_____

SAMPLE

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS
(Revised 2020)

TABLE OF CONTENTS

		PAGE
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County's Responsibilities	8
ARTICLE 8	Consultant's Responsibilities	8
ARTICLE 9	General Conditions	9

SAMPLE

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is made and entered into this ___ day of _____, 20_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and _____, a for-profit _____ authorized to transact business in the State of Florida, FEI/EIN _____, whose principal address is _____, (hereinafter referred to as the "Consultant").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: _____ is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONSULTANT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.4 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.5 COUNTY: Escambia County is a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for _____.

SAMPLE

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) XX-XX in the amount of _____ ($_____) for this Project.

2.2 The Board of County Commissioners has complied with the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI), Specification No. PD XX-XX.XXX, _____, and as represented in the Consultant's Letter of Interest, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit A, attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by the Consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work set forth in Exhibit A and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

SAMPLE

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable project within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $_____.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

SAMPLE

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit B, which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit C, attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of _____ ($_____). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit C for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

SAMPLE

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) Payments under this Agreement and interest on any late payments shall be governed by the Local Government Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Either party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

_____
_____
_____

(d) Invoices to the County shall be sent to:

_____
_____
_____
Pensacola, Florida _____

Notices to the County shall be sent to:

_____
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

SAMPLE

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more

SAMPLE

efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

SAMPLE

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the Agreement. In such case, the

SAMPLE

Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY: The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful

SAMPLE

misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations;

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease; and

(d) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced. If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis,

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except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes, and to the extent applicable to the Consultant, the Consultant agrees to abide by such statutes.

SAMPLE

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with §448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors

SAMPLE

performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

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

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
County Administrator

Date: _____

BCC Approved: _____

_____
Witness

_____
Witness

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-29-2020

CONSULTANT:
_____, a _____
authorized to do business in the State of Florida.

ATTEST:

By: _____
(Name), (Title)

By: _____
Secretary

Date: _____

SAMPLE

STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS
FOR

AGREEMENT BETWEEN
ESCAMBIA COUNTY

AND

_____

SAMPLE

FORM H: CONSULTING SERVICES FOR STUDY
(Revised 2020)

TABLE OF CONTENTS

		PAGE
ARTICLE 1	Preamble	1
ARTICLE 2	Scope of Services	1
ARTICLE 3	Time for Performance	2
ARTICLE 4	Compensation and Method of Payment	3
ARTICLE 5	Additional Services and Changes in Scope of Services	4
ARTICLE 6	County's Responsibilities	4
ARTICLE 7	Consultant's Responsibilities	5
ARTICLE 8	General Conditions	5

SAMPLE

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is made and entered into this ____ day of_____, 20__, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Pensacola, Florida 32502, and _____, a for-profit _____, authorized to conduct business in the State of Florida, FEI/EIN _____, whose principal address is_____ (hereinafter referred to as "Consultant").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

ARTICLE I
PREAMBLE

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 The Board of County Commissioners has complied with the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

1.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SCOPE OF WORK

2.1 The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI), Specification No. P.D. _____, _____and as represented in the Consultant's Letter of Interest, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

2.2 The basic services to be provided are set forth in Exhibit A, attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

2.3 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work set forth in Exhibit A and any other services specifically included therein.

2.4 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct

SAMPLE

or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 3
TIME FOR PERFORMANCE

3.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit B, which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

3.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

3.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 4
COMPENSATION AND METHOD OF BILLING AND PAYMENT

4.1 The County agrees to pay the Consultant, as compensation for its services under this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit C, attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges is to be paid as follows: A lump sum amount of _____ ($_____). Final payment will be subject to approval by the Board of County Commissioners.

4.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit C for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment

SAMPLE

compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

4.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

4.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

(b) Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

ARTICLE 5
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

5.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

SAMPLE

ARTICLE 6
COUNTY'S RESPONSIBILITIES

6.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

6.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

6.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

6.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

6.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 7
CONSULTANT'S RESPONSIBILITIES

7.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for, the services required by this Agreement shall not be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

SAMPLE

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

ARTICLE 8
GENERAL PROVISIONS

8.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

8.2. TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

8.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County and shall be kept for a period of three

SAMPLE

(3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

8.4 CONFLICT OF INTEREST. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8.5 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct

SAMPLE

from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

8.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

8.8 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY: The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

8.9 INSURANCE. The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations;

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease; and

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(d) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced. If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be “additional insureds” on all liability policies (except professional liability). Certificates of insurance shall be provided to Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days’ notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

8.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

8.11 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed

SAMPLE

that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.12 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

8.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

8.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

8.15 NOTICE. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To:_____	To: County
Attention:_____	Attention: County Administrator
_____	221 Palafox Place
_____	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

8.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

8.17. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

SAMPLE

8.18 ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

8.19 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

8.20 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

8.21. COMPLIANCE WITH LAWS. The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

8.22 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY). In accordance with §448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SAMPLE

8.23 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

8.24 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

8.25 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

8.26 ANNUAL APPROPRIATION. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
County Administrator

Date: _____

BCC Approved: _____

_____
Witness

_____
Witness

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-29-2020

CONSULTANT:
(Consultant Firm's Name), a for-profit _____ authorized to do business in the State of Florida.

By: _____
President

ATTEST:

By: _____
Secretary

Date: _____

[SEAL]

SAMPLE

STANDARD BRIDGE/DOCK/BOAT RAMP
CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
ESCAMBIA COUNTY

AND

_____

SAMPLE

FORM I: Bridge/Dock/Boat Ramp
I_bridge.dock.boat.ramp.docx
(Revised 2020)

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND _____ FOR BRIDGE/DOCK/BOAT RAMP CONSTRUCTION

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida ("County"), with administrative offices at 221 South Palafox Place, Pensacola, Florida 32502, and _____, a _____ for profit [corporation OR limited liability company] ("Contractor"), FEI/EIN _____, with a principal address of _____, relating to the Contractor's performance of all work ("Work") in connection with _____, P.D. _____ ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

SECTION 1. CONTRACT DOCUMENTS.

1.1 The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. The Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of any Work performed pursuant to this Agreement.

1.2 In case of any inconsistency or conflict among the provisions of this Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

SECTION 2. SCOPE OF WORK.

2.1 Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Scope of Work assigned to the Contractor.

2.2 The basic Scope of Work to be performed under this Agreement is to provide for "Miscellaneous Bridge, Dock, and Boat Ramp repairs and construction" for projects within Escambia County, Florida, per the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction" (current edition) and the "Escambia County Bridge, Dock, and Boat Ramp Specification Guide" (current edition) and, unless otherwise specifically excluded from any particular purchase order, all Work shall comport with County guidelines for construction, rehabilitation and renovation of projects, and local ordinances, State, and Federal laws and regulations.

SAMPLE

SECTION 3. ORDERING OF THE WORK.

3.1 The Contractor is one of several firms selected to perform work on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of work to be assigned to the Contractor.

3.2 When requested by the County, the Contractor will provide a bid to the County to perform the work requested under a scope of work, and the County shall select the most responsive bidder to perform the work.

3.3 The County will issue a purchase order to the Contractor which describes the work to be provided by the Contractor and the amount of compensation to be provided by the County.

SECTION 4. BONDS.

4.1 Where the Contract Amount is in excess of $250,000.00 and/or at the County's request, Contractor shall provide at its expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

4.2 If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

4.3 Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record Performance and Payment Bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The recording fee is $10.00 for the first page and $8.50 for each remaining page.)

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

5.1 Time is of the essence in the performance of any Work assigned under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at a Project site prior to the Commencement Date. Contractor shall provide forty-eight (48) hours' notice prior to beginning Work.

5.2 County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the agreed time period, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$**_____ for each calendar

SAMPLE

day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's representative certifies in writing that the construction of the Project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

5.3 Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

5.4 When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.
The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance and Safety Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Technical Specifications
Exhibit H:	Plans & Standard Details prepared by/for County and identified as follows:
Exhibit I:	Federal Documents (if applicable)
Exhibit J:	Solicitation Documents Index

SECTION 7. COMPENSATION AND METHOD OF PAYMENT.

7.1 COMPENSATION. Contractor shall be compensated for satisfactory completion of work performed pursuant to an assigned scope of work in accordance with this Agreement. Individual purchase orders submitted to the Contractor will be paid through a budget line item recommended by Staff and approved by the Board of County Commissioners. For each such purchase order, the Contractor will be compensated by a lump sum fee, unless otherwise mutually agreed to by the parties hereto.

7.2 ANNUAL APPROPRIATION. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

7.3 Payment requisitions will be sent to: Notices will be sent to:

SAMPLE

Escambia County
Account Manager
Enginvoices@myescambia.com
(850) 595-3412 (phone)

County Administrator
Escambia County Administrator
221 Palafox Place
Pensacola, Florida 32502
(850) 595-4900 (phone)
(850) 595-4908 (fax)

7.4 Payments and notices will be made to the Contractor at:

(Principle Name & Title)
(Consulting Firm's Name)
(Address)
(City, State, Zip)

7.5 Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

SECTION 8. MISCELLANEOUS PROVISIONS.

8.1 RECORDS:

(a) The Contractor shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Contractor and its surety,

SAMPLE

if any, seven (7) days' written notice, during which period the Contractor still fails to allow access to such documents, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

8.2 SUBCONTRACTORS: In the event the Contractor, during the course of any work performed under this Agreement, requires the services of any subcontractors or other professional associates in connection with work performed under this Agreement, the Contractor must secure the prior written approval of the County unless such work is specifically detailed in the purchase order.

8.3 REPRESENTATIVE OF COUNTY AND CONTRACTOR:

(a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Contractor, shall designate and shall advise the Contractor in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.

(b) The Contractor shall inform the Contract Administrator in writing of the representative of the Contractor to whom matters involving the conduct of the project shall be addressed.

8.4 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

8.5 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

8.6 MODIFICATION: No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

8.7 SUCCESSORS AND ASSIGNS: Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the

SAMPLE

Agreement.

8.8 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

8.9 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

8.10 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

8.11 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

8.12 NO WAIVER: The failure of the Contractor or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

8.13 ENTIRE AGREEMENT: Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

[SIGNATURE PAGE TO FOLLOW]

SAMPLE

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

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS: _____

By: _____

WITNESS: _____

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-29-2020

CONTRACTOR:
(Firm's Name), a for-profit corporation authorized to do business in the State of Florida.

By: _____
President

ATTEST:

By: _____
Secretary

Date: _____

[SEAL]

SAMPLE

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable

SAMPLE

conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all

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of which shall be subject to the County's prior written approval.

4.4 Contractor shall submit one electronic copy of each of its Applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment by the County, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 Retainage.

a) If the Contract Amount is $200,000.00 or less, the following shall apply:
County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

b) If the Contract Amount is in excess of $200,000.00, the following shall apply:
County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. This subsection shall not apply if the project is paid, in whole or in part, with federal funds and

SAMPLE

subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

The County shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

4.6 Monthly payments to Contractor, including the release of any portion or percentage of sums retained prior to final completion of the Project, shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

4.9 All payments under this Agreement and interest on any late payments shall be governed by the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

Section 5. PAYMENTS WITHHELD

The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims

SAMPLE

by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a CD/DVD in digital format and/or photographs (as determined by the County Project Manager) showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated

SAMPLE

in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

a) Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
b) Soil conditions which adversely affect the Work;
c) The hours of operation by Contractor's personnel and subcontractor's personnel;
d) The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
e) All equipment on the Project site, description of equipment use, and designation of time equipment was used (specifically indicating any down time);
f) Description of Work being performed at the Project site;
g) Any unusual or special occurrences at the Project site;
h) Materials received at the Project site; and
i) A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon

SAMPLE

completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

a) Contractor notified the County in writing within forty-eight (48) hours of the delay;
b) The weather was unusual as documented by supporting data;
c) The weather had an adverse impact on the contractor’s schedule (critical path only); and
d) The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

SAMPLE

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

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11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1. Indemnification. Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be

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limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

13.3 Insurance.

Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy,

Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County.

All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.4 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 C.F.R. 1910 and 1926, respectively, General

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Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 Employment Eligibility Verification. In accordance with §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1 Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2 Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1 Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

SAMPLE

17.2 Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, Northwest Florida Water Management District and any archeological permitting agency will be paid for and obtained by the County.

17.3 Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2 County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3 If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims,

SAMPLE

demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1 County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2 County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1 Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating

SAMPLE

that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3 After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____
(Project Name and Address)

_____
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond, if required, shall remain in full force and effect throughout the Warranty Period.

SAMPLE

Section 22. PROJECT LAYOUT AND CONTROL

22.1 Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Benchmarks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2 Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades, and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by any incorrect layout and grade spotting work or caused by the loss or disturbance of the Engineer's layout work.

22.3 Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings do not conform to the physical conditions of the locality at the proposed work or structure, Contractor shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades, and levels which are shown on the Drawings. No claim shall be made by the Contractor against the County/Owner for compensation or damage for failure of the Engineer to accurately represent upon said Drawings, points, grades, and levels conforming to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1 County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2 If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3 If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4 Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

SAMPLE

23.5 Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1 Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2 If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3 If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4 Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5 If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's

SAMPLE

services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1 Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2 Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give

SAMPLE

County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1 Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2 Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. Contractor shall commit no public nuisance.

Section 29. SAFETY

29.1 Contractor shall designate in writing the individual responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

a) All employees performing the Work and other persons and/or organizations who may be affected thereby;
b) All Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
c) Other property on the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

29.2 Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

SAMPLE

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

SAMPLE

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18864 **County Administrator's Report 10. 13.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/05/2020
Issue: Noise Waiver for the Soundside Merchants Lighted Boat Parade Fireworks Display 2020
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Soundside Merchants 2020 Lighted Boat Parade - Tim Tolbert, Building Official/Director

That the Board approve the following "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for the Soundside Merchants 2020 Lighted Boat Parade Fireworks Display, to be launched from a barge off Quietwater Beach on December 5, 2020, from 8:00 p.m., to 8:30 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III, Noise) was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control and prevention of loud and raucous noise or any noise which unreasonably disturbs , injures or endangers the comfort, repose, health peace or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 31, 2001, the BCC adopted Escambia County Code of Ordinance Number 2001-36 to amend Escambia County Ordinance 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the

restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety and welfare of the citizens of Escambia County; and promoting an environment free from sound and noise disruptive of peace and good order. On July 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause so long as the division created is rationally related to a legitimate gevernmental objective. On January 16, 2014, the BCC adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island and Perdido Key that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g) provides that the County Administrator shall provide the permit application as well as any other available information to the Board of County Commissioners for consideration as a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Services Department will issue a Special Event/Noise Waiver permit for the exemption approved in this Recommendation. Upon BCC approval, the Escambia County Sheriff's Office will be notified of the issuance of the waiver.

Attachments

Application
Site Map

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Building Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3550 - Phone
(850) 595-3589 – FAX
Email: buildinginspections@myescambia.com
Email: www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:**
Owner's Name: Lansden E. Hill, Jr.		**Phone Number:**
Owner's Address: P.O. Box 1776, 115 N. 1st Street		
City: LaFollette	**State:** TN	**Zip Code:** 37766
Job Address: Offshore at 400 Quitwater Beach Rd, Pensacola Beach, FL 32561		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: December 5, 2020	***Description of Activity:***
Beginning Time: 8:00 PM ***Ending Time:*** 8:30 PM	Soundside Merchants Association (Boat Parade) fireworks display performed by Pyro Shows.

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 10-16-2020
Applicant Signature: Leann White	



Customer: Soundside Merchants Assoc Inc.
Show Date: Saturday, December 5, 2020
Show Address: Offshore at 400 Quietwater Beach Road, Pensacola Beach, FL 32561
Show Site Lat / Long: 30.337163, -87.140372
Show Time: 8:00 PM
Rain Date: N/A

Show Name: Boat Parade
Maximum Shell Size: 2.5"
Safety Fallout Radius: 175'
Storage Required: No
Diagram Created: 01/29/20
Diagram Created By: JDS

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18845 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following November 5, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

Property Owner	Address	Fund	Cost Center	Improvement	Amount	Homestead
Tracey L. and Kimberly T. King	311 Southeast Baublits Drive	151	Warrington-370114	Roof Replacement	$6,000	YES
Katherine K. and Jimmie D. Langham	6533 White Oak Drive	151	Oakfield-370121	Window Replacement	$6,000	YES

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

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for residential properties within the designated CRA areas. A rendering of each project is provided.

On November 5, 2020, at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

Property Owner	Address	Fund	Cost Center	Improvement	Amount	Homestead
Tracey L. and Kimberly T. King	311 Southeast Baublits Drive	151	Warrington-370114	Roof Replacement	$6,000	YES
Katherine K. and Jimmie D. Langham	6533 White Oak Drive	151	Oakfield-370121	Window Replacement	$6,000	YES

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreements-King NOV2020
Agreements-Langham NOV2020

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 5th day of November 2020, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Tracey L. and Kimberly T. King, (the "Recipient(s)"), owner of residential property located at 311 Southeast Baublits Drive, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of $6,000, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of $6,000, which shall be comprised of a cash contribution of $6,000.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the 5th day of November 2020, and the Project shall be complete on or before the 5th day of February 2021, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Tracey L. and Kimberly T. King
311 Southeast Baublits Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

This document approved as to form and legal sufficiency.
By _____
Title _____
Date 10/1/20

For Recipients:

_____
Tracey L. King, Property Owner

_____
Kimberly T. King, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 2nd day of October, 2020 by Tracey L. King, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization this 2nd day of October, 2020 by Kimberly T. King, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)
MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Tracey L. and Kimberly T. King**
Property Address: **311 Southeast Baublits Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Tracey L. King and Kimberly T. King Husband and Wife	**311 Southeast Baublits Drive Pensacola, FL 32507**	**50-2S-30-6090-484-023**

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than two (2) years from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this two (2) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of two (2) years from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and two (2) years subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the two (2) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Tracey L. King, Property Owner

Kimberly T. King, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 2nd day of October, 2020 by Tracey L. King, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization this 2nd day of October, 2020 by Kimberly T. King, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Signature of Notary Public

Maxwell Rogers
Printed Name of Notary Public

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

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This document approved as to form and legal sufficiency.
By _____
Title SAC
Date 10/1/20

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (photo taken 10/2/20)



Replacement Roof

311 Southeast Baublits Drive – Tracey L. and Kimberly T. King

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **5th** day of **November 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Katherine K. and Jimmie D. Langham** (the "Recipient"), owner of residential property located at **6533 White Oak Drive,** Pensacola, Florida, **32503**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$6,000** which shall be comprised of a cash contribution of **$6,000**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **5th** day of **November 2020**, and the Project shall be complete on or before the **5th** day of **February 2021**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts

documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Katherine K. and Jimmie D. Langham
6533 White Oak Drive
Pensacola, FL 32503

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Katherine K. Langham, Property Owner

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/3/20

For Recipient:

_____
Jimmie D. Langham, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 8th day of September, 2020 by Katherine K. Langham, Property Owner. She (__) is personally known to me or (✓) has produced FL DL 11-20-22 as identification.

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 8th day of September, 2020 by Jimmie D. Langham, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 2-16-23 as identification.

_____
Signature of Notary Public

(Notary Seal)

SHERRY A. DUFFEY
Notary Public - State of Florida
Commission # GG 937310
My Comm. Expires Dec 10, 2023
Bonded through National Notary Assn.

Sherry Duffey
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Katherine K. and Jimmie D. Langham**
Property Address: **6533 White Oak Drive, Pensacola, Florida, 32503**

The "Project" includes the following improvement to the above referenced property:

Replacement Windows

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

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Katherine K. and Jimmie D. Langham Wife and Husband	**6533 White Oak Drive Pensacola, FL 32503**	**25-1S-30-4100-006-003**

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this two (2) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of two (2) years from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

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

For Recipient:

Katherine K. Langham, Property Owner

For Recipient:

Jimmie D. Langham, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 9th day of September, 2020 by Katherine K. Langham, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp 11-2023 as identification.

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 9th day of September, 2020 by Jimmie D. Langham, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 8-16-22 as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SHERRY A. DUFFEY
Notary Public - State of Florida
Commission # GG 937310
My Comm. Expires Dec 10, 2023
Bonded through National Notary Assn.

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

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/3/20

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

Before (taken 9/2/2020)



Replacement Windows

6533 White Oak Drive – Katherine K. and Jimmie D. Langham

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18846 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Cancellation of Residential Rehab Grant Program Liens
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following November 5, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of 17 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	Address	Amount
James M. Barnes and Constance R. Barnes	6534 White Oak Dr.	$5,095
Fred and Phyllis Diane Campbell	202 Saint Cedd Ave.	$4,060
Belinda E. Dansby	428 Norris Ave.	$3,675
Vincent Distefano, Jr.	221 Carolyn Way	$3,350
Virgie M. Dortch	4120 Erress Blvd.	$3,960
Mark Furay	3800-B Ward Blvd.	$2,662
Glenda A. Gainey	8768 Hollingsworth Ave.	$5,020
Larry J. and Jaqueline D. Gibbs	1357 Mazurek Blvd.	$5,860
Barbara L. Larkin	2324 Grundy St.	$3,157
Gwendolyn D. Pellet	6215 Vicksburg Dr.	$4,455
David E. Rivers	1317 Dexter Ave.	$6,000
Markus Saage and Juelee E. Riesau	129 Brandon Ave.	$4,495

Richard A. and Karen G. Schrock	8601 Chisholm Rd.	$6,000
Karen Summerville	600 Pelham Rd.	$3,028
Cynthia R. Thornton	9345 Chisholm Rd., N3	$1,183
Joseph and Phyllis M. Tranchina	8457 Meliaceae Dr.	$6,000
Justin T. Williams	6537 White Oak Dr.	$6,000

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

Property Owners	Address	Amount
James M. Barnes and Constance R. Barnes	6534 White Oak Dr.	$5,095
Fred and Phyllis Diane Campbell	202 Saint Cedd Ave.	$4,060
Belinda E. Dansby	428 Norris Ave.	$3,675
Vincent Distefano, Jr.	221 Carolyn Way	$3,350
Virgie M. Dortch	4120 Erress Blvd.	$3,960
Mark Furay	3800-B Ward Blvd.	$2,662
Glenda A. Gainey	8768 Hollingsworth Ave.	$5,020
Larry J. and Jaqueline D. Gibbs	1357 Mazurek Blvd.	$5,860
Barbara L. Larkin	2324 Grundy St.	$3,157
Gwendolyn D. Pellet	6215 Vicksburg Dr.	$4,455
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Cynthia R. Thornton	9345 Chisholm Rd., N3	$1,183
Joseph and Phyllis M. Tranchina	8457 Meliaceae Dr.	$6,000
Justin T. Williams	6537 White Oak Dr.	$6,000

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owners.

Attachments

LienCX_Barnes
LienCX_Campbell
LienCX_Dansby
LienCX_Distefano
LienCX_Dortch
LienCX_Furay
LienCX_Gainey
LienCX_Gibbs
LienCX_Larkin
LienCX_Pellet
LienCX_RIvers
LienCX_Saage
LienCX_Schrock
LienCX_Summerville
LienCX_Thornton
LienCX_Tranchina
LienCX_Williams

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$5,095** executed by **James M. Barnes and Constance R. Barnes**, and recorded in Official Record Book **8172** at page **1751** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This document approved as to form
and legal sufficiency.
By _____
Title SAEA
Date 10/9/20

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

Escambia County Clerk's Original

8/1/2019 CAR II-1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019085689 9/27/2019 2:17 PM
OFF REC BK: 8172 PG: 1751 Doc Type: L
Recording $18.50

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

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
James M. Barnes and Constance R. Barnes Husband and Wife	**6534 White Oaks Drive Pensacola, FL 32503**	**28-1S-30-4100-050-002**

Total Amount of Lien **$5,095**

Verified By: [signature] Date: 8/5/19

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

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

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

For Recipients:

James M. Barnes, Property Owner

Constance R. Barnes, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3RD day of June, 2019 by James M. Barnes, Property Owner. He (__) is personally known to me or (✓) has produced FLDL Exp. 10-28-23 as identification.

The foregoing instrument was acknowledged before me this 3RD day of June, 2019 by Constance R. Barnes, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp. 10-28-23 as identification.

Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

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

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

By: **Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Deputy Clerk

Date Executed: 8/1/2019

BCC Approved: 8/1/2019

Approved as to form and legal sufficiency.

By/Title:

Date: 5/24/19

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



Oakfield District

James M. Barnes and
Constance R. Barnes

6534 White Oaks Drive

Storm Shutter Installation and Total Electrical Rewiring Upgrade

Project Total $10,189

Grant Total $5,094



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,060** executed by **Fred and Phyllis Diane Campbell**, and recorded in Official Record Book **8184** at page **1388** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 6/14/20

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

Escambia County
Clerk's Original

8/1/2019 CAB II-1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019092120 10/18/2019 4:44 PM
OFF REC BK: 8184 PG: 1388 Doc Type: L
Recording $18.50

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

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Fred and Phyllis Diane Campbell Husband and Wife	**202 Saint Cedd Avenue Pensacola, FL 32503**	**35-1S-30-5000-022-015**

Total Amount of Lien **$4,060**

Date: 8/5/19 Verified by: D. Hall

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

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

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

For Recipients:

Fred Campbell, Property Owner

Phyllis Diane Campbell, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of June, 2019 by Fred Campbell, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 7-11-20 as identification.

The foregoing instrument was acknowledged before me this 10th day of June, 2019 by Phyllis Diane Campbell, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 9-13-2 as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

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

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

By: **Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Deputy Clerk

Date Executed: 8/1/2019

BCC Approved: 8/1/2019

Approved as to form and legal sufficiency.

By/Title:

Date: 6/3/19

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



Oakfield District

Fred and Phyllis Diane Campbell

202 Saint Cedd Avenue

Replacement Roof

Project Total $8,120

Grant Total $4,060



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,675** executed by **Belinda E. Dansby**, and recorded in Official Record Book **8190** at page **1620** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: K Hiralsack
Date: 9/14/20

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

Escambia County
Clerk's Original

10/3/19 CARE-1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019095343 10/31/2019 11:40 AM
OFF REC BK: 8190 PG: 1620 Doc Type: L
Recording $18.50

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

Verified By: KGraves

Date: 10/7/19

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Belinda E. Dansby **An Unmarried Woman**	**428 Norris Avenue** **Pensacola, Florida 32505**	**09-2S-30-1300-000-006**

Total Amount of Lien **$3,675**

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

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

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

For Recipient:

Belinda E. Dansby

Belinda E. Dansby, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of September, 2019 by Belinda E. Dansby, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

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

By: Lumon J. May

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: _____
Deputy Clerk

Date Executed: 10/3/2019

BCC Approved: 10/3/2019

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/22/19

This instrument prepared by:
Megan Polk, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Palafox District

Belinda E. Dansby

428 Norris Avenue

Central heating and air conversion

Project Total $7,350

Grant Total $3,675



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,350** executed by **Vincent Distefano, Jr.**, and recorded in Official Record Book **8190** at page **1616** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/14/20

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

Escambia County
Clerk's Original

8/1/2019 CAPII-1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019095341 10/31/2019 11:40 AM
OFF REC BK: 8190 PG: 1616 Doc Type: L
Recording $18.50

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

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Vincent Distefano, Jr.	**221 Carolyn Way**	**46-1S-30-2001-018-024**
A Single Man	**Pensacola, FL 32505**	

Date: 8/15/19 Verified By:

Total Amount of Lien **$3,350**

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

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

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

For Recipient:

Vincent Distefano, Jr., Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of June, 2019 by Vincent Distefano, Jr., Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

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

By: **Lumon J. May, Chairman**

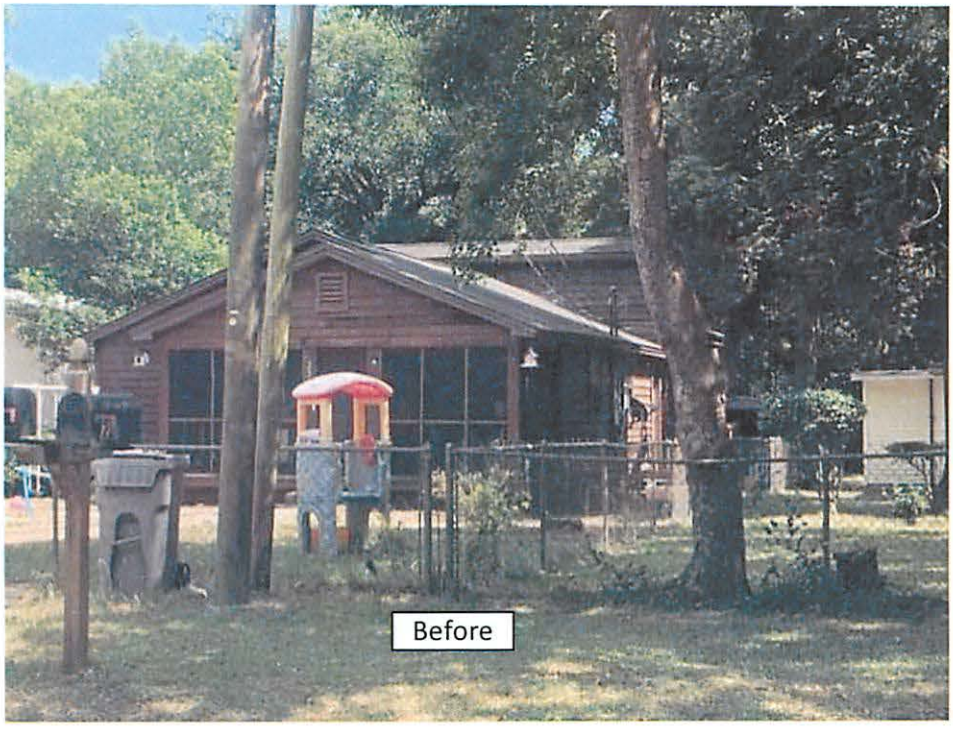
ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL
By: _____
Deputy Clerk

Date Executed: 8/1/2019

BCC Approved: 8/1/2019

Approved as to form and legal sufficiency.
By/Title:
Date: 6/3/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Palafox District

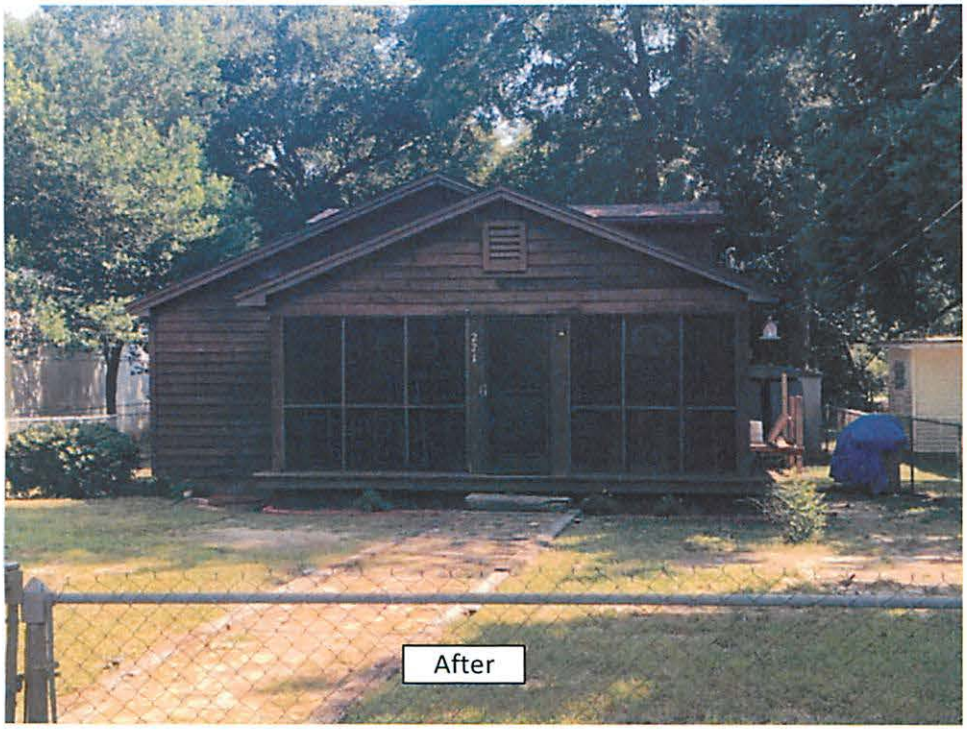
Vincent Distefano, Jr.

221 Carolyn Way

Replacement roof

Project Total $6,700

Grant Total $3,350



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,960** executed by **Virgie M. Dortch**, and recorded in Official Record Book **8182** at page **433** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/24/20

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

Escambia County Clerk's Original

8/1/2014 CART-1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019090750 10/15/2019 12:30 PM
OFF REC BK: 8182 PG: 433 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program

Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Virgie M. Dortch **An Unmarried Widow**	**4120 Erress Boulevard** **Pensacola, FL 32505**	**09-2S-30-1000-001-004**

Date: 8/15/19 Verified By:

Total Amount of Lien **$3,960**

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

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

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

For Recipient:

Virgie M. Dortch, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of June, 2019 by Virgie M. Dortch, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Notary Seal
MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

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

By: **Lumon J. May, Chairman**

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

Date Executed: 8/1/2019

BCC Approved: 8/1/2019

Approved as to form and legal sufficiency.
By/Title:
Date: 6/25/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Palafox District

Virgie M. Dortch

4120 Erress Boulevard

Replacement Roof

Project Total $7,920

Grant Total $3,960



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,662** executed by **Mark Furay**, and recorded in Official Record Book **8184** at page **1394** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 9/14/20

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

Escambia County
Clerk's Original

4/15/2019 CAR I-2(5)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019092123 10/18/2019 4:44 PM
OFF REC BK: 8184 PG: 1394 Doc Type: L
Recording $18.50

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

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Mark Furay	**3800-B Ward Boulevard**	**34-2S-30-0860-006-001**
A Single Man	**Pensacola, FL 32505**	

Verified By: [signature] Date: 9/9/19

Total Amount of Lien **$2,662**

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

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

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

For Recipient:

Mark Furay, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23RD day of July, 2019 by Mark Furay, Property Owner. He (__) is personally known to me or (✓) has produced FL DL ex. 2-10-27 as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

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

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

By: **Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: Deputy Clerk

Date Executed: 9/5/19

BCC Approved: 9/5/19

Approved as to form and legal sufficiency.

By/Title:

Date: 7/12/19

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



Brownsville District

Mark Furay

3800-B Ward Avenue

Replacement Roof

Project Total $5,325

Grant Total $2,662



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$5,020** executed by **Glenda A. Gainey**, and recorded in Official Record Book **8189** at page **220** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: KH Walker ACA
Date: 9/14/20

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

Escambia County
Clerk's Original

9/5/2019 CAR II-2 (6)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019094485 10/28/2019 11:08 AM
OFF REC BK: 8189 PG: 220 Doc Type: L
Recording $18.50

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

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Glenda A. Gainey	**8768 Hollingsworth Avenue**	**11-1S-30-2000-004-002**
A Single Woman	**Pensacola, FL 32534**	

Date: 9/9/19 Verified By: [illegible]

Total Amount of Lien **$5,020**

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

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

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

For Recipient:

Glenda A. Gainey, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of July, 2019 by Glenda A. Gainey, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

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

By: **Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: Deputy Clerk

Date Executed: 9/5/19

BCC Approved: 9/5/19

Approved as to form and legal sufficiency.

By/Title:

Date: 8/10/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Ensley District

Glenda A. Gainey

8768 Hollingsworth Avenue

Replacement Windows

Project Total $10,040

Grant Total $5,020



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$5,860** executed by **Larry J. and Jacqueline D. Gibbs**, and recorded in Official Record Book **8189** at page **222** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/14/20

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

Escambia County
Clerk's Original

9/5/2019 CAPSII-2(8)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019094486 10/28/2019 11:08 AM
OFF REC BK: 8189 PG: 222 Doc Type: L
Recording $18.50

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Larry J. and Jacqueline D. Gibbs Husband and Wife	**1357 Mazurek Boulevard Pensacola, FL 32514**	**20-1S-30-2200-380-004**

Total Amount of Lien **$5,860**

Date: 9/9/19 Verified By: DLL

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

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

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

For Recipient(s):

Larry J. Gibbs, Property Owner

Jacqueline D. Gibbs, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of July, 2019 by Larry J. Gibbs, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 9th day of July, 2019 by Jacqueline D. Gibbs, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

MAXWELL ROGERS
Printed Name of Notary Public

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

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL

By: _____
Deputy Clerk

Date Executed: 9/5/19

BCC Approved: 9/5/19

Approved as to form and legal sufficiency.

By/Title: _____
Date: 7/9/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Ensley District

Larry J. and Jacqueline D. Gibbs

1357 Mazurek Boulevard

Replacement Windows

Project Total $11,720

Grant Total $5,860



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,157** executed by **Barbara L. Larkin**, and recorded in Official Record Book **8189** at page **218** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/14/20

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

Escambia County
Clerk's Original

8/1/2019 cAATT-1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019094484 10/28/2019 11:08 AM
OFF REC BK: 8189 PG: 218 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program

Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Barbara L. Larkin	**2324 Grundy Street**	**35-2S-31-1000-011-081**
A Single Woman	**Pensacola, FL 32507**	

Verified By: [signature] Date: 8/15/19

Total Amount of Lien **$3,157**

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

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

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

For Recipient:

Barbara L. Larkin

Barbara L. Larkin, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of June, 2019 by Barbara L. Larkin, Property Owner. She (__) is personally known to me or (X) has produced FLID exp 11/2025 as identification.

(Notary Seal)

JAYLENE NICHOLE PEREZ
Notary Public - State of Florida
Commission # GG 185841
My Comm. Expires Mar 31, 2022
Bonded through National Notary Assn.

Jaylene Nichole Perez
Signature of Notary Public

Jaylene Nichole Perez
Printed Name of Notary Public

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

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

BY: _____
Deputy Clerk

Date Executed: 8/1/2019

BCC Approved: 8/1/2019

Approved as to form and legal sufficiency.

By/Title: _____
Date: 6/27/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Warrington District

Barbara L. Larkin

2324 Grundy Street

Replacement Windows

Project Total $6,314

Grant Total $3,157



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,455** executed by **Gwendolyn D. Pellet**, and recorded in Official Record Book **8176** at page **1560** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: KdHumbach
Date: 9/14/20

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

Escambia County
Clerk's Original

9/5/2019 CAR II-2 (9)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019087760 10/4/2019 12:53 PM
OFF REC BK: 8176 PG: 1560 Doc Type: L
Recording $18.50

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

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Gwendolyn D. Pellet	**6215 Vicksburg Drive**	**28-1S-30-4200-012-006**
A Single Woman	**Pensacola, FL 32503**	

Date: 9/9/19 Verified By:

Total Amount of Lien **$4,455**

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

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

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

For Recipient:

Gwendolyn D. Pellet, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of July, 2019 by Gwendolyn D. Pellet, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp 9-10-20 as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

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

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

By: **Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: Deputy Clerk

Date Executed: 9/5/19

BCC Approved: 9/5/19

Approved as to form and legal sufficiency.

By/Title:

Date: 7/10/19

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



Oakfield District

Gwendolyn D. Pellet

6215 Vicksburg Drive

Replacement Roof

Project Total $8,910

Grant Total $4,455



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$6,000** executed by **David E. Rivers**, and recorded in Official Record Book **8184** at page **1390** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/14/20

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

Escambia County Clerk's Original

8/1/2019 CAR II-1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019092121 10/18/2019 4:44 PM
OFF REC BK: 8184 PG: 1390 Doc Type: L
Recording $18.50

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

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
David E. Rivers	**1317 Dexter Avenue**	**50-2S-30-5000-009-007**
A Single Man	**Pensacola, FL 325**	

Date: 8/5/2019 Verified By:

Total Amount of Lien **$6,000**

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

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

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

For Recipients:

David E. Rivers, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of June, 2019 by David E. Rivers, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 1-19-21 as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

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

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

By: **Lumon J. May, Chairman**

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

Date Executed: 8/1/2019

BCC Approved: 8/1/2019

Approved as to form and legal sufficiency.
By/Title:
Date: 6/21/19

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



Barrancas District

David E. Rivers

1317 Dexter Avenue

Replacement Windows

Project Total $12,801

Grant Total $6,000



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,495** executed by **Markus Saage and Juelee E. Riesau**, and recorded in Official Record Book **8176** at page **1556** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/14/20

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

Escambia County Clerk's Original

8/1/2019 CAR II-1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019087758 10/4/2019 12:53 PM
OFF REC BK: 8176 PG: 1556 Doc Type: L
Recording $18.50

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Markus Saage and Juelee E. Riesau Husband and Wife	**129 Brandon Avenue Pensacola, FL 32507**	**50-2S-30-5060-005-010**

Total Amount of Lien **$4,495**

Verified By [signature] Date: 8/15/19

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

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

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

For Recipient(s):

M. Saage

Markus Saage, Property Owner

Juelee E Riesau

Juelee E. Riesau, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of June, 2019 by Markus Saage, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 19th day of June, 2019 by Juelee E. Riesau, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

MAXWELL ROGERS
Printed Name of Notary Public

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

By: Lumon J May
Lumon J. May, Chairman

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

Date Executed: 8/1/2019

BCC Approved: 8/1/2019

Approved as to form and legal sufficiency.
By/Title:
Date: 6/18/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Warrington District

Markus Saage and Juelee E. Riesau

129 Brandon Avenue

Replacement Windows

Project Total $8,990

Grant Total $4,495



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$6,000** executed by **Richard A. Schrock and Karen G. Schrock**, and recorded in Official Record Book **8190** at page **1614** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/14/20

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

Escambia County
Clerk's Original

9/5/2019 CAR II (11)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019095340 10/31/2019 11:40 AM
OFF REC BK: 8190 PG: 1614 Doc Type: L
Recording $18.50

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Richard A. Schrock and Karen G. Schrock Husband and Wife	**8601 Chisholm Road Pensacola, FL 32514**	**13-1S-30-1201-130-004**

Date: 9/9/19 Verified By: [illegible]

Total Amount of Lien **$6,000**

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

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

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

For Recipient(s):

Richard A. Schrock, Property Owner

Karen G. Schrock, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of July, 2019 by Richard A. Schrock, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 25th day of July, 2019 by Karen G. Schrock, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Signature of Notary Public

Printed Name of Notary Public

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

By: **Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: 9/5/19

BCC Approved: 9/5/19

Approved as to form and legal sufficiency.

By/Title:

Date: 7/24/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Ensley District

Richard A. and Karen G. Schrock

8601 Chisholm Road

Replacement Windows

Project Total $12,789

Grant Total $6,000



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,028** executed by **Karen Summerville**, and recorded in Official Record Book **8176** at page **1558** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/14/20

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

Escambia County Clerk's Original

8/1/2019 CAPII-1

CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019087759 10/4/2019 12:53 PM
OFF REC BK: 8176 PG: 1558 Doc Type: L
Recording $18.50

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

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Karen Summerville **A Single Woman**	**600 Pelham Road** **Pensacola, FL 32507**	**37-2S-30-1001-001-006**

Verified By: Date: 8/15/19

Total Amount of Lien **$3,028**

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

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

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

For Recipient:

Karen Summerville, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of July, 2019 by Karen Summerville, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

Notary Seal

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

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

By: **Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: Deputy Clerk

Date Executed: 8/1/2019

BCC Approved: 8/1/2019

Approved as to form and legal sufficiency.

By/Title:

Date: 6/26/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Warrington District

Karen Summerville

600 Pelham Road

Replacement Windows

Project Total $6,057

Grant Total $3,028



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,183** executed by **Cynthia R. Thornton**, and recorded in Official Record Book **8184** at page **1392** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: K Hwalsaca
Date: 9/14/20

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

Escambia County Clerk's Original

8/1/2019 CAB II-1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019092122 10/18/2019 4:44 PM
OFF REC BK: 8184 PG: 1392 Doc Type: L
Recording $18.50

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

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Cynthia R. Thornton **A Single Woman**	**9345 Chisholm Road N3** **Pensacola, FL 32514**	**13-1S-30-2200-003-014**

Verified By: [signature] Date: 8/15/19

Total Amount of Lien **$1,183**

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

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

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

For Recipient:

Cynthia R. Thornton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of July, 2019 by Cynthia R. Thornton, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

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

By: **Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: Deputy Clerk

Date Executed: 8/1/2019

BCC Approved: 8/1/2019

Approved as to form and legal sufficiency.

By/Title:
Date: 07/25/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Ensley District

Cynthia R. Thornton

9345 Chisholm Road N3

Replacement Windows

Project Total $2,366

Grant Total $1,183



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$6,000** executed by **Joseph Tranchina and Phyllis M. Tranchina**, and recorded in Official Record Book **8189** at page **224** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: K. Hualsaca
Date: 9/14/20

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

Escambia County
Clerk's Original

9/5/2019 CAPA II-2 (12)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019094487 10/28/2019 11:08 AM
OFF REC BK: 8189 PG: 224 Doc Type: L
Recording $18.50

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

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Joseph Tranchina and Phyllis M. Tranchina Husband and Wife	**8457 Meliaceae Drive Pensacola, FL 32514**	**20-1S-30-1200-560-001**

Total Amount of Lien **$6,000**

Date: 9/6/2019 Verified By: GD

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

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

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

For Recipient(s):

Joseph Tranchina, Property Owner

Phyllis M. Tranchina, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of July, 2019 by Joseph Tranchina, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 24th day of July, 2019 by Phyllis M. Tranchina, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

Maxwell Rogers
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS Notary Public - State of Florida Commission # GG 137287 My Comm. Expires Dec 18, 2021 Bonded through National Notary Assn.

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

By: **Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Deputy Clerk

Date Executed: 9/5/19

BCC Approved: 9/5/19

Approved as to form and legal sufficiency.

By/Title:

Date: 7/22/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502


Before

Ensley District

Joseph Tranchina and
Phyllis M. Tranchina

8457 Meliaceae Drive

Replacement Roof

Project Total $12,000

Grant Total $6,000


After

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$6,000** executed by **Justin T. Williams**, and recorded in Official Record Book **8190** at page **1618** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: K. Hubbard
Date: 9/14/20

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

Escambia County
Clerk's Original

10/3/19 CAR II-1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019095342 10/31/2019 11:40 AM
OFF REC BK: 8190 PG: 1618 Doc Type: L
Recording $18.50

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

Verified By: KFisher

Date: 10/7/19

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Justin T. Williams	**6537 White Oak Drive**	**28-1S-30-4100-060-002**
A Single Man	**Pensacola, FL 32503**	

Total Amount of Lien **$6,000**

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

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

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

For Recipient:

Justin T. Williams, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of August, 2019 by Justin T. Williams, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. D76-20 as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

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

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

By:

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By:
Deputy Clerk

Date Executed: 10/3/2019

BCC Approved: 10/3/2019

Approved as to form and legal sufficiency.

By/Title:

Date: 8/15/19

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



Oakfield District

Justin T. Williams

6537 White Oak Drive

Replacement Windows

Project Total $14,183

Grant Total $6,000



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18847 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Residential Roof Program Funding and Lien Agreements
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following November 5, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Roof Program Funding and Lien Agreements:

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

Property Owner	Address	Fund	Cost Center	Improvement	Amount
Leva M. Cook	6490 Bull Run Court	151	Oakfield CRA-370121	Roof Replacement	$11,900
Ida L. Dubose	186 Overlook Drive	151	Oakfield CRA-370121	Roof Replacement	$7,795.32
Diane Melton	2500 West Godfrey Street	151	Brownsville CRA- 370113	Roof Replacement	$8,977
Evelyn Pate and Samuel Pate	1136 Medford Avenue	151	Palafox CRA-370115	Roof Replacement	$11,483

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

BACKGROUND:

The intent of the Roof Grant program is to provide improvements to low-income residents with replacement of damaged roofs which in term will upgrade the appearance, property values, and economic activity for residential properties within the designated Palafox and Englewood CRA areas. The Scope of Work included but not limited to removal of all existing shingles, rotten wood, underlayment and drip-edge to expose decking, and inspect vent boots. Repair degraded and damaged decking, replace underlayment, new drip edge and install architectural shingles. Additional improvements may or may not include replacing soffits, fascias, rafters, and vents. A rendering of each project is provided.

On November 5, 2020, at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

Property Owner	Address	Fund	Cost Center	Improvement	Amount
Leva M. Cook	6490 Bull Run Court	151	Oakfield CRA-370121	Roof Replacement	$11,900
Ida L. Dubose	186 Overlook Drive	151	Oakfield CRA-370121	Roof Replacement	$7,795.32
Diane Melton	2500 West Godfrey Street	151	Brownsville CRA- 370113	Roof Replacement	$8,977
Evelyn Pate and Samuel Pate	1136 Medford Avenue	151	Palafox CRA-370115	Roof Replacement	$11,483

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Cook - 6490 Bull Run Ct.
Dubose - 186 Overlook Dr.
Melton - 2500 W. Godfrey St.
Pate - 1136 Medford Ave.

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL ROOF PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **5th** day of **November,** by and between the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, acting in its capacity as the Escambia County Community Redevelopment Agency, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Leva M. Cook,** (the "Recipient"), owner of residential property located at **6490 Bull Run Court,** Pensacola, Florida, **32503.**

WITNESSETH:

WHEREAS, the CRA has established the **Residential Roof Funding Program** (the "Program") to provide funding to qualified property owners for roofing projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for funding of the roofing project described in **EXHIBIT 1** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program funding to be provided for the benefit of the Recipient;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated by reference in this Agreement.

2. **Residential Roof Program.** The CRA will pay a total amount of **$11,900** on behalf of the Recipient to the roofing contractor selected to complete the Project described in **EXHIBIT 1**. In consideration for the funds provided by the CRA, the Recipient shall execute the Lien Agreement attached to this Agreement as **EXHIBIT 2**.

3. **Project.** The Project funded by this Agreement is defined in **EXHIBIT 1.**

4. **Term.** This Agreement will terminate after five years from the date that the Lien Agreement is recorded in the public records.

5. **Indemnification.** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

6. **Termination.** The CRA may terminate this Agreement if Recipient breaches any of its terms and provisions. A breach shall include, but not be limited to, the Recipient's failure to reside on the property as their principal residence for five years following the date that the Lien Agreement is recorded in the public records, or conveyance of any interest in

the Property, including but not limited to sale, lease, or mortgage, within five years after the date that the Lien Agreement is recorded in the public records.

7. **Notice of Termination.** The CRA will provide the Recipient with written notice of a breach and any corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the notice.

8. **Subsequent to Termination.** The CRA will provide the Recipient a written notice confirming termination of the Agreement. Within thirty (30) days of receipt of the termination notice, the Recipient shall submit a cashier's check to the CRA for the total amount of the funds disbursed under this Agreement.

9. **Inspector.** The CRA may place an inspector on the property during the Project to ensure proper expenditure of the funds provided under this Agreement. The CRA does not assume any liability for the quality of the work performed or injuries incurred during the Project.

10. **Payment Process.** When the Project is completed, the CRA will disburse the funds directly to the roofing contractor. The CRA will not disburse any funds for unauthorized goods, services, or equipment other than those described in **EXHIBIT 1**.

11. **Public Records.** The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents will be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. If the Recipient fails to comply with the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement.

12. **Audit.** The CRA or the Clerk of the Circuit Court/Finance Division may audit or review any records or documents related to this Agreement.

13. **Amendments.** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

14. **Notice.** Any notices to the County shall be mailed to:

County:
Megan Polk
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Leva M. Cook
6490 Bull Run Court
Pensacola, Florida 32503

All notices shall be sent by certified mail, return receipt requested.

15. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the

parties not contained in this Agreement will be of any force and effect.

16. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

17. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

18. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

19. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

20. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

Escambia County Community Redevelopment Agency acting by and through the Escambia County Board of County Commissioners

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

_____
Deputy Clerk

BCC Approved: _____

(SEAL)

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Sept. 9, 2020

For Recipient:

Leva M. Cook, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, this 3rd day of September, 2020 by **Leva M. Cook**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

FL DL: C200-533-62-885-0

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

(Notary Seal)

Signature of Notary Public

Megan Trinarian Polk
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL ROOF PROGRAM PROJECT

Property Owner(s): **Leva M. Cook**
Property Address: **6490 Bull Run Court, Pensacola, Florida 32503**

The “Project” includes the following improvement to the above referenced property:

Roof Replacement

EXHIBIT 2

Escambia County Community Redevelopment Agency
Residential Roof Funding Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Leva M. Cook,	**6490 Bull Run Court**	**28-1S-30-4300-009-002**
a single woman	**Pensacola, Florida 32503**	

Total Amount of Lien **$11,900**

I, the undersigned owner of the residential property referenced above, more particularly described in the **Quit Claim Deed** recorded in Official Record Book **4256** at page **1680** of the public records of Escambia County, Florida, agree that the improved residential property will continue to be used as my primary residence for a period of not less than five (5) years from the date this lien agreement is recorded in the public records.

The amount secured by this lien shall be due and payable in total for a period of five (5) years from the date this Lien Agreement is recorded in the public records. Upon documentation of compliance with the provisions of this Lien Agreement and the Escambia County **Residential Roof Funding Program,** and five (5) years subsequent to the recording of the Lien Agreement in the public records, this lien shall depreciate to zero (0). I understand that this lien will not be subordinated under any circumstances.

If the property is sold or if ownership or possession or any interest in the Property is otherwise conveyed, or if the funding agreement executed concurrently with this Lien Agreement is terminated prior to the expiration of five (5) years, I agree that I or my successors or assigns will repay the total amount of the residential roof funds secured by this lien.

For Recipient:

LMCook

Leva M. Cook, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, this 3rd day of September, 2020 by **Leva M. Cook**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

FL DL: C200-533-62-885-0

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

(Notary Seal)

Megan Trinarian Polk
Signature of Notary Public

Megan Trinarian Polk
Printed Name of Notary Public

Escambia County Community Redevelopment Agency acting by and through the Escambia County Board of County Commissioners

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

Date Executed: _____

BCC Approved: _____

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Sept. 9 2020

This instrument prepared by:
Megan Polk, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

INCOME-BASED ROOF PROGRAM CONTRACT

THIS CONTRACT is made and entered into by and between **Leva M. Cook** (hereinafter referred to as "Owner"), and **McDelt, LLC** (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Community Redevelopment Agency (hereinafter referred to as "CRA"), has established the **Income-Based Roof Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the CRA for a loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Contract, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Contract are declared to be true and correct and are hereby incorporated into this Contract.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at **6490 Bull Run Court, Pensacola, Florida 32503** (hereinafter referred to as "Project"), in accordance with the Scope of Work, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Contract and the provisions of any other contract documents, the provisions of this Contract shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Contract to the full satisfaction and acceptance of the CRA, the County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of **$10,800** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be

made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Contract or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) Defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Contract.

All payments under this Contract and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide Performance and Payment Bonds in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page.)

Section 6. Notice to Proceed. The CRA shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence

work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Contract. The Project shall be complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to complete the Project within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be complete on the date that all required documentation (Contractor Invoice, Contractors Final Payment Affidavit, Final Release and Warranty and Permit/Final Inspection Passed) is received by the County and the CRA certifies in writing that the Project has been completed in accordance with the contract documents so that the Project can be utilized for the purposes for which it is intended. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is defined by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the CRA in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early

completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Contract, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the CRA. Any changes requested by the Owner or Contractor must be submitted in writing to the CRA and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The CRA shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the CRA, and the County and CRA shall not be liable to the Contractor for any increased compensation without such written order.

A Change Order, in the form attached as **Exhibit C** to this Contract, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the CRA concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the CRA, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. Final Completion. The Contractor shall provide the CRA with written notice that the Project is complete and ready for final inspection, and the CRA shall promptly make such inspection.

After the Project is ready for final inspection by the CRA, the Contractor shall submit to the CRA: (1) a Release and Affidavit in the form attached as **Exhibit D;** (2) if requested by CRA, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract, to the extent and in such form as may be designated by CRA; and (3) Owner's Final Release and Warranty. The CRA reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the CRA finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the CRA shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the CRA, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections.** The CRA, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide CRA with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Contract or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, the Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the CRA the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the CRA.

If any work that is to be inspected, tested or approved is covered without written concurrence from the CRA, such work must, if requested by the CRA, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given the CRA timely notice of Contractor's intention to cover the same and the CRA has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from the CRA, such work must, if requested by the CRA, be uncovered for the CRA's observation and be replaced at Contractor's sole expense.

The CRA, or other County officials as may be designated by the CRA, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Contract. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

Section 13. **Reports.** The Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Contract, as well as all shop

drawings and other Contractor submittals and all written interpretations and clarifications issued by the CRA, in good order and annotated to show all changes made during construction.

The Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. The CRA, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Contract as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Contract shall be deemed Defective Work. If required by the CRA, the Contractor shall either cure all Defective Work, whether or not fabricated, installed or completed, or, if the Defective Work has been rejected by the CRA, remove it from the site and replace it. The Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the CRA and County harmless for the same.

If the CRA considers it necessary or advisable that covered work be observed by the CRA or inspected or tested by others, the Contractor, at the CRA's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the CRA may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is Defective Work, the Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the CRA shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is Defective Work, or the Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Contract, the CRA may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CRA to stop the work shall not give rise to any duty on the part of the CRA to exercise this right for the benefit of the Contractor or any other party.

Should the CRA determine, at its sole opinion, it is in the County's best interest to accept Defective Work, the CRA may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the CRA's evaluation of and determination to accept Defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such Defective Work, incorporating the necessary revisions in the Contract and reflecting an appropriate decrease in the Contract Amount. If the CRA accepts such

Defective Work after final payment, Contractor shall promptly pay CRA an appropriate amount to adequately compensate for its acceptance of the Defective Work.

If Contractor fails, within a reasonable time after the written notice from the CRA, to correct Defective Work or to remove and replace rejected Defective Work as required by the CRA, or if Contractor fails to perform the work in accordance with the Contract, or if Contractor fails to comply with any of the provisions of the Contract, the CRA may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the CRA may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend the Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which the CRA has paid the Contractor but which are stored elsewhere. The Contractor shall allow the CRA, and its respective representatives, agents, and employees such access to the Project site as may be necessary to enable the CRA to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of the CRA in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or other property destroyed or damaged by correction, removal or replacement of Contractor's Defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise of the CRA's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. The Contractor shall be considered in material default of the Contract and such default shall be considered cause for the CRA to terminate the Contract, in whole or in part, as further set forth in this Section, if the Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the CRA; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the prosecution of the work; or (e) fails to resume work that has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Contract.

The CRA shall notify Contractor in writing of Contractor's default(s). If the CRA determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County may terminate Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion

of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If the CRA deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the County incident to such completion shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, the Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment, shall survive termination of the Contract.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of the Contractor's right to proceed pursuant to this Section, it is determined for any reason that the Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Contract, and such default shall be considered cause for County to terminate the Contract, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Contract.

The CRA shall notify Owner in writing of Owner's default. If the CRA determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Contract may be terminated by the County.

Any Project costs incurred prior to the date of termination or Project funding paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title

search fee, procurement costs, permit fees, work completed by the Contractor as of the date of termination, and costs incurred for special order materials, shall be repaid to the County by the Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred or funds disbursed under this Contract through the date of Owner's termination. If Owner fails to return such funds, the County may initiate legal action to recover the total amount expended.

15.3 Termination for Convenience. The County shall have the right to terminate this Contract without cause upon **seven (7) calendar days'** written notice of termination to the Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Contract is based upon the availability of Tax Increment Financing (TIF) funds, pursuant to F.S. Chapter 163, the Community Redevelopment Act, and the County reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to the Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination.

15.5 Notice of Suspension. The County shall have the right to suspend all or any portions of the work upon providing the Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, the Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Contract with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, CRA, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this Contract or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

The Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this Contract until all insurance required under this section has been secured and such insurance has been approved by the CRA.

Section 18. Subcontracts. The Contractor may subcontract work under this Contract with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Contract. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. Independent Contractor Status. In the performance of this Contract hereunder, the Contractor and Owner shall be independent contractors. Neither the Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than

as specifically provided in this Contract or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. The Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of five (5) years from the date of final inspection and acceptance of all work performed pursuant to this Contract. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and CRA.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. Utilities. The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

Section 22. Owner's Responsibilities. The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Contract that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc., to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Contract and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Contract may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Contract, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Contract. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Contract.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator

221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 26. Entire Contract. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If the Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, the Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 28. Compliance with Laws. Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Contract, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. Assignment. This Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor without the prior written consent of the County.

Section 30. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Clara Long	Leva M. Cook	McDelt, LLC
Community Redevelopment Agency	6490 Bull Run Court	4675 Balmoral Drive
221 Palafox Place, Suite 305	Pensacola, Florida 32503	Pensacola, FL 32504
Pensacola, Florida 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 31. No Discrimination. The Owner and Contractor shall ensure that this Contract is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 32. No Waiver. This Contract does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. Governing Law. This Contract is executed in Escambia County, Florida, and performance and interpretation of this Contract shall be construed in accordance with the laws of Florida. Any action relating to this Contract shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. Severability. If any part, term, or provision of this Contract is held by the courts to

be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

Section 35. Headings. The headings appearing in this Contract have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 36. Authority. Each individual executing this Contract on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Contract on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Contract is binding upon each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip: **McDelt, LLC** **4675 Balmoral Drive** **Pensacola, Florida 32504**	**Name, Address, City, State, Zip:** **Leva M. Cook** **6490 Bull Run Court** **Pensacola, FL 32503**
FL and County License No.: CGC 1522813	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: May 15,2020	**Date of Acceptance: May 15,2020**

ESCAMBIA COUNTY, FLORIDA:

By: _____
County Administrator or Designee

Date: 8/7/2020

Exhibit A

Income-Based Roof Program
Scope of Work

Property Owner(s) Name: Leva Cook

Address: 6490 Bull Run Court

PH#: 850-292-3527

Pre-Bid Meeting (Date & Time): 5/7/2020 9am

Contractor: MCDELT LLC

Contractor PH#: 850 602-0245

Total SF: 3,017

Bid Meeting (Date & Time): 5/15/2020 9am

Description: Roof Replacement

- **Remove all existing shingles, underlayment and drip-edge to expose decking, inspect vent boots**
- **Repair degraded and damaged decking, replace underlayment, new drip edge and install architectural shingles**
- **Remove wind turbines**
- **Reflash chimney and install cricket**

Note: Do not replace ridge vents or gutters

Cost of Labor: $ 6,300

Cost of Materials: $ 4502

Total Cost: $ 10,802

Property Owner Signature LM Cook

Contractor Signature

PURCHASE ORDER NO. 201677

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
421844 FAX: 850-479-3514
MCDELT LLC
4675 BALMORAL DR
PENSACOLA FL 32504

SHIP TO
NEIGHBORHOOD & ENV. SERVICES/CRA
COMMUNITY REDEVELOPMENT AGENCY
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN:

ORDER DATE: 08/06/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001609	REQ. DATE: 08/05/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.: ROOFING CRA OAKFIELD	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			WORK INCLUDES BUT IS NOT LIMITED TO THE REMOVAL OF ALL EXISTING SHINGLES, UNDERLAYMENT, AND DRIP-EDGE TO EXPOSE DECKING, INSPECT VENT BOOTS. REPAIR OF DEGRADED AND DAMAGED DECKING, REPLACE UNDERLAYMENT, NEW DRIP EDGE AND INSTALL ACHITECTURAL SHINGLES. REPLACE SOFFIT AROND ENTIRE HOUSE; AND PAINT. INSTALL RIDGE VENT. VR QUOTE #: CRA_IBRP_MP3		
01	1.00		PURCHASE ORDER TO PROVIDE ROOFING SERVICES FOR 6490 BULL RUN COURT LOCATED WITHIN THE OAKFIELD CRA DISTRICT.	10800.0000	10,800.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370121	53401	10,800.00	

PAGE TOTAL $	10,800.00
TOTAL $	10,800.00

APPROVED BY 8/7/202

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Exhibit C

Escambia County
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32501
Phone: 850.595.3217
Fax: 850.595.3218

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: 20001609
Date: 8-24-2020

Homeowner(s): Leva Cook
Address: 6490 Bull Run Ct.
Pensacola, FL. 32503

The following changes to the above contract are hereby made based upon the following justification:

Change order scope of work (or attach specifications as necessary): 10 sheets of 4x8 decking removed and installed on roof. + Reconnection fee for satellite dish

SUMMARY

Original Contract Amount:	$10,800
Previous Additions (Change Order No. 1)	$1,000
Previous Deletions (Change Order No. ___)	
Current Contract Amount:	$10,800
+ Change Order Amount:	$1,000
New Contract Amount:	$11,800
Cumulative Percent (✓) Increase ( ) Decrease	10%

Original Start Date (NTP):	
Original Contract Period:	
Previous Completion Date:	
This Change Order ( ) Increase ( ) Decrease	
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

L M Cook
Homeowner Signature

Leva Cook 9-1-2020
Print Name Date

Homeowner Signature

Print Name Date

COMMUNITY REDEVELOPMENT AGENCY:

Megan Polk
Program Manager

Megan Polk 9-1-2020
Print Name Date

Division Manager

Print Name Date

CONTRACTOR:

Signature

Michael Taylor 8-24-2020
Print Name Date

MCDELT LLC.
Firm Name

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

McDelt, LLC

4675 Balmoral Drive
Pensacola, FL 32504

Phone: 850-602-0240
Fax: 850-479-3514

Email: nisbez@me.com
License #: 1522813

Change Order #:1
Date: 8/25/2020

Change Order For: Leva Cook - 6490 Bull Run Court

Item #	Description	Qty	Unit Price	Price
1	4 x 8 Decking	10	$ 100.00	$ 1,000.00
1	Re-install Satellite Dish	1	$ 100.00	$ 100.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Invoice Subtotal	$ 1,100.00
Make all checks payable to McDelt, LLC.			Deposit Received	0
			TOTAL	$ 1,100.00

PURCHASE ORDER NO. 201677-1

CHANGE DATE: 09/02/20

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
421844 FAX: 850-479-3514
MCDELT LLC
4675 BALMORAL DR
PENSACOLA FL 32504

SHIP TO
NEIGHBORHOOD & ENV. SERVICES/C
COMMUNITY REDEVELOPMENT AGENCY
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN:

ORDER DATE: 08/06/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001609	REQ. DATE: 08/05/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Previous PO Total Dollars: $10,800 Net Dollars Added: $1,100 Change Order #1: Administrative Change and Financial Change New Total PO Total Dollars: $11,900 This Change Order requires an Administrative Change Order to change the Object Code from 53401 to 58301 per the Clerk of Court Office. This change order requires a financial change to cover roof repairs of rotten wood in the Oakfield CRA, due to unforeseen repairs prior to the initial quote we now require to increase purchase to $11,900.		
01	.00		PURCHASE ORDER TO PROVIDE ROOFING SERVICES FOR 6490 BULL RUN COURT LOCATED WITHIN THE OAKFIELD CRA DISTRICT.	1100.0000	1,100.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370121	53401	-10,800.00	
01	370121	58301	11,900.00	

PAGE TOTAL $	1,100.00
TOTAL $	1,100.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared **Michael W. Taylor** [*name of affiant*], who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. He or she is the President [*title of affiant*], of **McDelt, LLC.** [*name of contractor's business*], which does business in the State of Florida, hereinafter referred to as the "Contractor."

2. Contractor, pursuant to a contract with **Leva M. Cook** [*name of owner*], hereinafter referred to as the "Owner," and Escambia County, has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said contract.

3. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining final payment in the amount of **$11,900**.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

Name of Lienor	Amount Due
None	

Signed, sealed, and delivered this 4Th day of September, 2020.

By: [signature]

Name of Affiant: Michael W Taylor

Title of Affiant: President

MCDELT LLC.
Name of Contractor's Business

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 4Th day of September, 2020 by **Michael W. Taylor**, [*name of affiant*]. He/She (__) is personally known to me or (X) has produced License as identification and did take an oath.

GWENDOLYN CROSBY
Commission # GG 291380
Expires April 24, 2023
Bonded thru Budget Notary Services

(Notary Seal)

Gwendolyn Crosby
Signature of Notary Public

Gwendolyn Crosby
Printed Name of Notary Public

Exhibit D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, **Leva Cook**, as owner of the unit located at **6490 Bull Run Court, Pensacola, FL 32503,** certify and accept all work as performed and contracted by, **McDelt, LLC.** as complete and satisfactory. I hereby authorize final payment to **McDelt, LLC.** for the work done on this residence.

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, **McDelt, LLC.,** as Contractor of record, for the rehabilitation of the above referenced residence, do issue a five (5) year limited labor and material warranty ending **September 2, 2025.** The warranty covers defects in materials and workmanship, which occur during normal use. I, **Leva Cook**, acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that **McDelt, LLC,** the Contractor, is sole responsible party for the five (5) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is their responsibility to contact the Contractor **McDelt, LLC.** regarding necessary warranty work.

DATE: 9-1-2020

M Cook

HOMEOWNER'S SIGNATURE

HOMEOWNER'S SIGNATURE

CONTRACTOR'S SIGNATURE

850-602-0240

CONTRACTOR'S PHONE NUMBER

ESCAMBIA COUNTY REPRESENTATIVE

6490 Bull Run Court - Leva M. Cook
Roof Replacement



Before Photos







After Photos





ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL ROOF PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **5th** day of **November,** by and between the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, acting in its capacity as the Escambia County Community Redevelopment Agency, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Ida L. Dubose,** (the "Recipient"), owner of residential property located at **186 Overlook Drive,** Pensacola, Florida, **32503.**

WITNESSETH:

WHEREAS, the CRA has established the **Residential Roof Funding Program** (the "Program") to provide funding to qualified property owners for roofing projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for funding of the roofing project described in **EXHIBIT 1** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program funding to be provided for the benefit of the Recipient;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated by reference in this Agreement.

2. **Residential Roof Program.** The CRA will pay a total amount of **$7,795.32** on behalf of the Recipient to the roofing contractor selected to complete the Project described in **EXHIBIT 1**. In consideration for the funds provided by the CRA, the Recipient shall execute the Lien Agreement attached to this Agreement as **EXHIBIT 2**.

3. **Project.** The Project funded by this Agreement is defined in **EXHIBIT 1.**

4. **Term.** This Agreement will terminate after five years from the date that the Lien Agreement is recorded in the public records.

5. **Indemnification.** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

6. **Termination.** The CRA may terminate this Agreement if Recipient breaches any of its terms and provisions. A breach shall include, but not be limited to, the Recipient's failure to reside on the property as their principal residence for five years following the date

that the Lien Agreement is recorded in the public records, or conveyance of any interest in the Property, including but not limited to sale, lease, or mortgage, within five years after the date that the Lien Agreement is recorded in the public records.

7. **Notice of Termination.** The CRA will provide the Recipient with written notice of a breach and any corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the notice.

8. **Subsequent to Termination.** The CRA will provide the Recipient a written notice confirming termination of the Agreement. Within thirty (30) days of receipt of the termination notice, the Recipient shall submit a cashier's check to the CRA for the total amount of the funds disbursed under this Agreement.

9. **Inspector.** The CRA may place an inspector on the property during the Project to ensure proper expenditure of the funds provided under this Agreement. The CRA does not assume any liability for the quality of the work performed or injuries incurred during the Project.

10. **Payment Process.** When the Project is completed, the CRA will disburse the funds directly to the roofing contractor. The CRA will not disburse any funds for unauthorized goods, services, or equipment other than those described in **EXHIBIT 1**.

11. **Public Records.** The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents will be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. If the Recipient fails to comply with the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement.

12. **Audit.** The CRA or the Clerk of the Circuit Court/Finance Division may audit or review any records or documents related to this Agreement.

13. **Amendments.** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

14. **Notice.** Any notices to the County shall be mailed to:

County:
Megan Polk
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Ida L. Dubose
186 Overlook Drive
Pensacola, Florida 32503

All notices shall be sent by certified mail, return receipt requested.

15. **Entire Agreement.** This Agreement contains the entire agreement between the

parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

16. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

17. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

18. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

19. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

20. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

Escambia County Community Redevelopment Agency acting by and through the Escambia County Board of County Commissioners

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

_____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Sept. 3, 2020

For Recipient:

Ida L. Dubose

Ida L. Dubose, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, this 2nd day of September, 2020 by **Ida L. Dubose**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

FL DL: D120-412-49-878-0

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

(Notary Seal)

Signature of Notary Public

Megan Trinarian Polk

Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL ROOF PROGRAM PROJECT

Property Owner(s): **Ida L. Dubose**
Property Address: **186 Overlook Drive, Pensacola, Florida 32503**

The “Project” includes the following improvement to the above referenced property:

Roof Replacement

EXHIBIT 2

Escambia County Community Redevelopment Agency
Residential Roof Funding Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Ida L. Dubose, a single woman	**186 Overlook Drive Pensacola, Florida 32503**	**21-1S-30-2102-007-004**

Total Amount of Lien **$7,795.32**

I, the undersigned owner of the residential property referenced above, more particularly described in the **Warranty Deed** recorded in Official Record Book **3355** at page **701** of the public records of Escambia County, Florida, agree that the improved residential property will continue to be used as my primary residence for a period of not less than five (5) years from the date this lien agreement is recorded in the public records.

The amount secured by this lien shall be due and payable in total for a period of five (5) years from the date this Lien Agreement is recorded in the public records. Upon documentation of compliance with the provisions of this Lien Agreement and the Escambia County **Residential Roof Funding Program,** and five (5) years subsequent to the recording of the Lien Agreement in the public records, this lien shall depreciate to zero (0). I understand that this lien will not be subordinated under any circumstances.

If the property is sold or if ownership or possession or any interest in the Property is otherwise conveyed, or if the funding agreement executed concurrently with this Lien Agreement is terminated prior to the expiration of five (5) years, I agree that I or my successors or assigns will repay the total amount of the residential roof funds secured by this lien.

For Recipient:

Ida L. DuBose

Ida L. Dubose, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, this 2nd day of September, 2020 by **Ida L. Dubose**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.
FL DL: D120-412-49-878-0

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

(Notary Seal)

Signature of Notary Public

Megan Trinarian Polk

Printed Name of Notary Public

Escambia County Community Redevelopment Agency acting by and through the Escambia County Board of County Commissioners

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(Seal)

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Sept. 4, 2020

This instrument prepared by:
Megan Polk, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

INCOME-BASED ROOF PROGRAM CONTRACT

THIS CONTRACT is made and entered into by and between **Ida L. Dubose** (hereinafter referred to as "Owner"), and **Bill Walther Roofing, Inc.** (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Community Redevelopment Agency (hereinafter referred to as "CRA"), has established the **Income-Based Roof Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the CRA for a loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Contract, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Contract are declared to be true and correct and are hereby incorporated into this Contract.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at **186 Overlook Drive, Pensacola, Florida 32503** (hereinafter referred to as "Project"), in accordance with the Scope of Work, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Contract and the provisions of any other contract documents, the provisions of this Contract shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Contract to the full satisfaction and acceptance of the CRA, the County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of **$5,891** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be

made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Contract or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) Defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Contract.

All payments under this Contract and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide Performance and Payment Bonds in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page.)

Section 6. Notice to Proceed. The CRA shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence

work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Contract. The Project shall be complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to complete the Project within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be complete on the date that all required documentation (Contractor Invoice, Contractors Final Payment Affidavit, Final Release and Warranty and Permit/Final Inspection Passed) is received by the County and the CRA certifies in writing that the Project has been completed in accordance with the contract documents so that the Project can be utilized for the purposes for which it is intended. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is defined by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the CRA in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early

completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Contract, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the CRA. Any changes requested by the Owner or Contractor must be submitted in writing to the CRA and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The CRA shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the CRA, and the County and CRA shall not be liable to the Contractor for any increased compensation without such written order.

A Change Order, in the form attached as **Exhibit C** to this Contract, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the CRA concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the CRA, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. Final Completion. The Contractor shall provide the CRA with written notice that the Project is complete and ready for final inspection, and the CRA shall promptly make such inspection.

After the Project is ready for final inspection by the CRA, the Contractor shall submit to the CRA: (1) a Release and Affidavit in the form attached as **Exhibit D;** (2) if requested by CRA, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract, to the extent and in such form as may be designated by CRA; and (3) Owner's Final Release and Warranty. The CRA reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the CRA finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the CRA shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the CRA, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. Tests and Inspections. The CRA, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide CRA with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Contract or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, the Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the CRA the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the CRA.

If any work that is to be inspected, tested or approved is covered without written concurrence from the CRA, such work must, if requested by the CRA, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given the CRA timely notice of Contractor's intention to cover the same and the CRA has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from the CRA, such work must, if requested by the CRA, be uncovered for the CRA's observation and be replaced at Contractor's sole expense.

The CRA, or other County officials as may be designated by the CRA, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Contract. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. The Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Contract, as well as all shop

drawings and other Contractor submittals and all written interpretations and clarifications issued by the CRA, in good order and annotated to show all changes made during construction.

The Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. The CRA, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Contract as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Contract shall be deemed Defective Work. If required by the CRA, the Contractor shall either cure all Defective Work, whether or not fabricated, installed or completed, or, if the Defective Work has been rejected by the CRA, remove it from the site and replace it. The Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the CRA and County harmless for the same.

If the CRA considers it necessary or advisable that covered work be observed by the CRA or inspected or tested by others, the Contractor, at the CRA's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the CRA may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is Defective Work, the Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the CRA shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is Defective Work, or the Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Contract, the CRA may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CRA to stop the work shall not give rise to any duty on the part of the CRA to exercise this right for the benefit of the Contractor or any other party.

Should the CRA determine, at its sole opinion, it is in the County's best interest to accept Defective Work, the CRA may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the CRA's evaluation of and determination to accept Defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such Defective Work, incorporating the necessary revisions in the Contract and reflecting an appropriate decrease in the Contract Amount. If the CRA accepts such

Defective Work after final payment, Contractor shall promptly pay CRA an appropriate amount to adequately compensate for its acceptance of the Defective Work.

If Contractor fails, within a reasonable time after the written notice from the CRA, to correct Defective Work or to remove and replace rejected Defective Work as required by the CRA, or if Contractor fails to perform the work in accordance with the Contract, or if Contractor fails to comply with any of the provisions of the Contract, the CRA may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the CRA may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend the Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which the CRA has paid the Contractor but which are stored elsewhere. The Contractor shall allow the CRA, and its respective representatives, agents, and employees such access to the Project site as may be necessary to enable the CRA to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of the CRA in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or other property destroyed or damaged by correction, removal or replacement of Contractor's Defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise of the CRA's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. The Contractor shall be considered in material default of the Contract and such default shall be considered cause for the CRA to terminate the Contract, in whole or in part, as further set forth in this Section, if the Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the CRA; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the prosecution of the work; or (e) fails to resume work that has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Contract.

The CRA shall notify Contractor in writing of Contractor's default(s). If the CRA determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County may terminate Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion

of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If the CRA deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the County incident to such completion shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, the Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment, shall survive termination of the Contract.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of the Contractor's right to proceed pursuant to this Section, it is determined for any reason that the Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Contract, and such default shall be considered cause for County to terminate the Contract, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Contract.

The CRA shall notify Owner in writing of Owner's default. If the CRA determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Contract may be terminated by the County.

Any Project costs incurred prior to the date of termination or Project funding paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title

search fee, procurement costs, permit fees, work completed by the Contractor as of the date of termination, and costs incurred for special order materials, shall be repaid to the County by the Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred or funds disbursed under this Contract through the date of Owner's termination. If Owner fails to return such funds, the County may initiate legal action to recover the total amount expended.

15.3 Termination for Convenience. The County shall have the right to terminate this Contract without cause upon **seven (7) calendar days'** written notice of termination to the Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Contract is based upon the availability of Tax Increment Financing (TIF) funds, pursuant to F.S. Chapter 163, the Community Redevelopment Act, and the County reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to the Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination.

15.5 Notice of Suspension. The County shall have the right to suspend all or any portions of the work upon providing the Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, the Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Contract with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, CRA, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this Contract or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

The Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this Contract until all insurance required under this section has been secured and such insurance has been approved by the CRA.

Section 18. Subcontracts. The Contractor may subcontract work under this Contract with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Contract. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. Independent Contractor Status. In the performance of this Contract hereunder, the Contractor and Owner shall be independent contractors. Neither the Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than

as specifically provided in this Contract or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. The Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of five (5) years from the date of final inspection and acceptance of all work performed pursuant to this Contract. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and CRA.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. Utilities. The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

Section 22. Owner's Responsibilities. The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Contract that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc., to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Contract and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Contract may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Contract, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Contract. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Contract.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator

221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 26. Entire Contract. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If the Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, the Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 28. Compliance with Laws. Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Contract, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. Assignment. This Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor without the prior written consent of the County.

Section 30. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Clara Long	Ida L. Dubose	Bill Walther Roofing, Inc.
Community Redevelopment Agency	186 Overlook Drive	4941 Horace Lunsford Road
221 Palafox Place, Suite 305	Pensacola, Florida 32503	Milton, Florida 32570
Pensacola, Florida 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 31. No Discrimination. The Owner and Contractor shall ensure that this Contract is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 32. No Waiver. This Contract does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. Governing Law. This Contract is executed in Escambia County, Florida, and performance and interpretation of this Contract shall be construed in accordance with the laws of Florida. Any action relating to this Contract shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. Severability. If any part, term, or provision of this Contract is held by the courts to

be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

Section 35. Headings. The headings appearing in this Contract have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 36. Authority. Each individual executing this Contract on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Contract on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Contract is binding upon each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

Signature of Contractor: William Wayne Walther	**Signature of Owner:** Ida L. DuBose
Firm Name, Address, City, State, Zip: **Bill Walther Roofing, Inc.** **4941 Horace Lunsford Road** **Milton, Florida 32570**	**Name, Address, City, State, Zip:** **Ida L. Dubose** **186 Overlook Drive** **Pensacola, FL 32503**
FL and County License No.: CRC 1327740	
Witness: Meg **Witness:** Lily A. B	**Witness:** Carla Thompson **Witness:** Meg D
Date of Bid: May 1,2020	**Date of Acceptance: May 1,2020**

ESCAMBIA COUNTY, FLORIDA:

By: Janice P Gilley
County Administrator or Designee

Date: 8/7/2020

Exhibit A

Income-Based Roof Program
Scope of Work

Property Owner Name: Ida Dubose **Contractor:** Billwalther Roofing

Address: 186 Overlook Drive **Contractor PH#:** 5160755

PH#: 850-476-0134 or 850-607-1114 **Total SF:** 1,352

Pre-Bid Meeting (Date & Time): 4/22/2020 – 9am **Bid Meeting (Date & Time):** 5/1/2020– 5pm

Description: Roof Replacement

- **Remove all existing shingles, underlayment and drip-edge to expose decking, inspect vent boots**
- **Repair degraded and damaged decking, replace underlayment, new drip edge and install architectural shingles**
- **Replace soffit on left side of structure; and paint**

Cost of Labor: $3534.60

Cost of Materials: $2356.40

Total Cost: $5891.00

Property Owner Signature Ida S. DuBose

Contractor Signature William Wayne Walther



BILL WALTHER
ROOFING, INC.

4941 Horace Lunsford Rd • Milton, FL 32570
(850) 432-2029 • Cell 516-3788
Fax (850) 981-3853 • rebeckawalther@yahoo.com
CCC1330769 607-11/14

NAME: Ida Dubose	PHONE: 476-0134	DATE: 5-1-2020
ADDRESS: 186 Overlook Drive	JOB LOCATION:	
CITY: STATE:	Shingle Color:	

SHINGLE ROOFING

- ☑ 1. Remove one layer of Shingles and Felt.
- ☑ 2. Replace 1 Sheet of Plywood, included in price 65.00 per sheet for additional wood.
- ☑ 3. Install one ply of Gorilla Guard, Resisto, or synthetic.
- ☑ 4. Install Resisto in the valley.
- ☐ 5. Install 25 or 30 year, 3-Tab Shingles.
- ☑ 6. Install Limited Lifetime Dimensional Shingles.
- ☑ 7. Remove & Haul Away All Roofing Debris.
- ☑ 8. Renail Plywood Deck Where Needed
- ☐ 9. Reflash Fireplace.
- ☐ 10. Remove Turbines. Qty.(Ø)
- ☑ 11. Install Eave-drip. Qty.(19 pc.) Color: (_____) Style: (2½")
- ☑ 12. Install Ridge Vent. Color: (Shingle) Qty.(11 pc.)
- ☐ 13. 750 Vents . Qty.(Ø)
- ☑ 14. Plumbing Boots. Qty.(2)
- ☑ 15. Pitch Vents. Qty.(1)
- ☐ 16. Goosenecks. _____" Qty.(Ø)
- ☑ 17. 5 Year Leak Warranty

FLAT ROOFS

- ☐ 1. 3 ply Fiberglass Built-up Hot Tar
- ☐ 2. Self-Adhered Modified
- ☐ 3. New Eave Metal
- ☐ 4. Torch Modified Bitumen
- ☐ 5. 5 Year Leak Warranty
- ☐ 6. Tapered Insulation _____" on 12"
- ☐ 7. Remove Roofing Debris

METAL ROOFS

- ☐ 1. P.B.R. Panels Metal
- ☐ 2. Tuff Ribbed Metal
- ☐ 3. Standing Seam Metal
- ☐ 4. 5 V. Crimp Metal
- ☐ 5. New Gorilla Guard
- ☐ 6. 5 Year Leak Warranty
- ☐ 7. New Eave Metal
- ☐ 8. New Secondary Water Barrier
- ☐ 9. Remove All Roofing Debris
- ☐ 10. 1 Layer of Shingles or Roofing Material installed per Manf. Spec.

ADDITIONAL SPECIFICATIONS: (NOT RESPONSIBLE FOR CONCRETE DRIVEWAYS)

PRICE GOOD FOR 30 DAYS

- ☐ 1. 9.95 /LF for Wall Flashing
- ☐ 2. 5.50 /LF for 2X Material
- ☐ 3. 3.50 /LF for 1x6 Decking
- ☐ 4. 5.50 /LF for 1 x _____ Fascia
- ☐ 5. 65.00 /Sheet for _____ Plywood

Replace soffit on left side of structure included

All Wood Work over 1 sheet of Plywood will incur extra charges

WE PROPOSE hereby to furnish materials and labor - complete in accordance with the terms and conditions for the sum of:

Five Thousand Eight Hundred Ninety one + 00/100 DOLLARS ($ 5891.00)

PAYMENT DUE UPON COMPLETION OF THE JOB UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE. CUSTOMER RESPONSIBLE FOR ALL LAWYER FEES ASSOCIATED WITH COLLECTING MONEY FOR NON PAYMENT.

AUTHORIZED REPRESENTATIVE: Wayne Walther 516-0755

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE 8/5/20 **Owner's Signature** Clara Long

PURCHASE ORDER NO. 201666

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
230399 FAX: 850-736-8346
BILL WALTHER CONSTRUCTION INC
PO BOX 3793
MILTON FL 32572

SHIP TO
NEIGHBORHOOD & ENV. SERVICES/CRA
COMMUNITY REDEVELOPMENT AGENCY
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN:

ORDER DATE: 08/04/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001596	REQ. DATE: 08/03/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CRA ROOFING	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			WORK INCLUDES BUT IS NOT LIMITED TO THE REMOVAL OF ALL EXISTING SHINGlES, UNDERLAYMENT, AND DRIP-EDGE TO EXPOSE DECKING, INSPECT VENT BOOTS. REPAIR OF DEGRADED AND DAMAGED DECKING, REPLACE UNDERLAYMENT, NEW DRIP EDGE AND INSTALL ACHITECTURAL SHINGLES. REPLACE SOFFIT ARROND ENTIRE HOUSE; AND PAINT. INSTALL RIDGE VENT. VR QUOTE #:CRA_IBRP_MP2		
01	1.00		PURCHASING ORDER TO PROVIDE ROOFING SERVICES FOR 186 OVERLOOK DRIVE LOCATED WITHIN THE OAKFIELD CRA DISTRICT.	5891.0000	5,891.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370121	53401	5,891.00	

PAGE TOTAL $	5,891.00
TOTAL $	5,891.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Exhibit C

Escambia County
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32501
Phone: 850.595.3217
Fax: 850.595.3218

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: 1
Date: 8-25-2020

Homeowner(s): Ida Dubose
Address: 1816 Over Look Dr.
Pensacola, FL 32503

The following changes to the above contract are hereby made based upon the following justification:

Water Damage + termite Damaged wood + Paint New Eaves

Change order scope of work (or attach specifications as necessary):

Replace Water Damaged Plywood; Replace termite Damaged Eaves, Paint New wood

SUMMARY

Original Contract Amount:	5891.00
Previous Additions (Change Order No.___)	
Previous Deletions (Change Order No.___)	
Current Contract Amount:	5891.00
+ Change Order Amount:	1904.32
New Contract Amount:	7795.32
Cumulative Percent (✓) Increase ( ) Decrease	25%

Original Start Date (NTP):	8-22-2020
Original Contract Period:	9-22-2020
Previous Completion Date:	8-25-2020
This Change Order (✓) Increase ( ) Decrease	2 Days
New Contract Period	9-22-2020
New Completion Date	8-26-2020

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

Ida L. DuBose
Homeowner Signature

IDA L. DuBose
Print Name Date 8-27-20

Homeowner Signature

Print Name Date

COMMUNITY REDEVELOPMENT AGENCY:

Program Manager

Megan Bilt 8-27-2020
Print Name Date

Clara Long 8/28/20
Division Manager

Clara Long 8/28/20
Print Name Date

CONTRACTOR:

Wayne Wilson
Signature

Wayne Wilson 8-25-2020
Print Name Date

Bill Walther Roofing
Firm Name

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

Bill Walther Roofing Inc.

4941 Horace Lunsford Road
Milton, FL 32570
P: 850-432-2029
F: 850-981-3853
Email Rebeckawalther@yahoo.com
Website www.billwaltherroofing.com

Bill To:
Ida Dubose

Change Order #: 1
Invoice Date: 8/25/2020

Reroof Home 186 Overlook Dr

Item #	Description	Qty	Unit Price	Discount	Price
1	Plywood 1/2"	9	$ 65.00		$ 585.00
2	Plywood Soffit	96	$ 3.67		$ 352.32
3	2x6 Fly Raffter	24	$ 6.00		$ 144.00
4	1x8 Facia	24	$ 6.50		$ 156.00
5	2x4 Truss Lookouts	24	$ 5.50		$ 132.00
6	1x2 Ledger bard	24	$ 2.50		$ 60.00
7	#75 Crown Freeze	24	$ 2.50		$ 60.00
8	Paint New Soffit & Facia	24	$ 20.00		$ 480.00
9	Plywood Credit	1	$ (65.00)		$ (65.00)
					$ -
					$ -
					$ -
				Invoice Subtotal	$ 1,904.32
				Tax Rate	
				Sales Tax	$ -
				Other	
				Deposit Received	
				TOTAL	$ 1,904.32

Make all checks payable to Bill Walther Roofing Inc..
Total due in <#> days. Overdue accounts subject to a service charge of <#>% per month.

PURCHASE ORDER NO. 201666-1

CHANGE DATE: 09/02/20

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
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221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
230399 FAX: 850-736-8346
BILL WALTHER CONSTRUCTION INC
PO BOX 3793
MILTON FL 32572

SHIP TO
NEIGHBORHOOD & ENV. SERVICES/C
COMMUNITY REDEVELOPMENT AGENCY
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN:

ORDER DATE: 08/04/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001596	REQ. DATE: 08/03/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Previous Purchase Order Total Dollars: $5,891 Net Dollars Added: $1,904.32 Change Order #1:Administrative Change and Financial Change New Total Purchase Order Total Dollars: $7,795.32 This change order requires an Administrative Change Order to change the Object Code from 53401 to 58301 per the Clerk of Court Office. This change order requires a financial change to cover roof repairs in the Oakfield CRA, due to unforeseen circumstances of wood materials prior to the initial quote we now require to increase purchase to $7,795.32.		
01	.00		PURCHASING ORDER TO PROVIDE ROOFING SERVICES FOR 186 OVERLOOK DRIVE LOCATED WITHIN THE OAKFIELD CRA DISTRICT.	1904.3200	1,904.32

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370121	53401	-5,891.00	
01	370121	58301	7,795.32	

PAGE TOTAL $	1,904.32
TOTAL $	1,904.32

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Exhibit D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, **Ida Dubose**, as owner of the unit located at **186 Overlook Drive, Pensacola, FL 32503,** certify and accept all work as performed and contracted by, **Bill Walther Roofing, Inc.** as complete and satisfactory. I hereby authorize final payment to **Bill Walther Roofing, Inc.** for the work done on this residence.

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, **Bill Walther Roofing, Inc.,** as Contractor of record, for the rehabilitation of the above referenced residence, do issue a five (5) year limited labor and material warranty ending **August 28, 2025.** The warranty covers defects in materials and workmanship, which occur during normal use. I, **Ida Dubose** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that **Bill Walther Roofing, Inc.,** the Contractor, is sole responsible party for the five (5) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is their responsibility to contact the Contractor **Bill Walther Roofing, Inc.** regarding necessary warranty work.

DATE: 9-2-2020

Ida S. DuBose

HOMEOWNER'S SIGNATURE

HOMEOWNER'S SIGNATURE

CONTRACTOR'S SIGNATURE

850-516-0755

CONTRACTOR'S PHONE NUMBER

ESCAMBIA COUNTY REPRESENTATIVE

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared Wayne Wilson [*name of affiant*], who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. He or she is the Manager [*title of affiant*], of **Bill Walther Roofing, Inc.** [*name of contractor's business*], which does business in the State of Florida, hereinafter referred to as the "Contractor."

2. Contractor, pursuant to a contract with **Ida Dubose** [*name of owner*], hereinafter referred to as the "Owner," and Escambia County, has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said contract.

3. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining final payment in the amount of **$7,795.32**.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

Name of Lienor	Amount Due

Signed, sealed, and delivered this 25 day of August, 2020.

By: Wayne Wilson

Name of Affiant: Wayne Wilson

Title of Affiant: Manager

Bill Walther Roofing, Inc

Name of Contractor's Business

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or online notarization, this 25 day of August, 2020 by Wayne Wilson, [*name of affiant*]. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification and did take an oath.

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

Signature of Notary Public

(Notary Seal)

Megan Trinarian Polk

Printed Name of Notary Public

186 Overlook Drive - Ida L. Dubose
Roof Replacement







Before Photos







After Photos

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL ROOF PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **5th** day of **November,** by and between the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, acting in its capacity as the Escambia County Community Redevelopment Agency, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Diane Melton,** (the "Recipient"), owner(s) of residential property located at **2500 W. Godfrey Street,** Pensacola, Florida, **32505.**

WITNESSETH:

WHEREAS, the CRA has established the **Residential Roof Funding Program** (the "Program") to provide funding to qualified property owners for roofing projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for funding of the roofing project described in **EXHIBIT 1** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program funding to be provided for the benefit of the Recipient;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated by reference in this Agreement.

2. **Residential Roof Program.** The CRA will pay a total amount of **$8,977** on behalf of the Recipient to the roofing contractor selected to complete the Project described in **EXHIBIT 1**. In consideration for the funds provided by the CRA, the Recipient shall execute the Lien Agreement attached to this Agreement as **EXHIBIT 2**.

3. **Project.** The Project funded by this Agreement is defined in **EXHIBIT 1.**

4. **Term.** This Agreement will terminate after five years from the date that the Lien Agreement is recorded in the public records.

5. **Indemnification.** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

6. **Termination.** The CRA may terminate this Agreement if Recipient breaches any of its terms and provisions. A breach shall include, but not be limited to, the Recipient's failure to reside on the property as their principal residence for five years following the date

that the Lien Agreement is recorded in the public records, or conveyance of any interest in the Property, including but not limited to sale, lease, or mortgage, within five years after the date that the Lien Agreement is recorded in the public records.

7. **Notice of Termination.** The CRA will provide the Recipient with written notice of a breach and any corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the notice.

8. **Subsequent to Termination.** The CRA will provide the Recipient a written notice confirming termination of the Agreement. Within thirty (30) days of receipt of the termination notice, the Recipient shall submit a cashier's check to the CRA for the total amount of the funds disbursed under this Agreement.

9. **Inspector.** The CRA may place an inspector on the property during the Project to ensure proper expenditure of the funds provided under this Agreement. The CRA does not assume any liability for the quality of the work performed or injuries incurred during the Project.

10. **Payment Process.** When the Project is completed, the CRA will disburse the funds directly to the roofing contractor. The CRA will not disburse any funds for unauthorized goods, services, or equipment other than those described in **EXHIBIT 1**.

11. **Public Records.** The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents will be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. If the Recipient fails to comply with the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement.

12. **Audit.** The CRA or the Clerk of the Circuit Court/Finance Division may audit or review any records or documents related to this Agreement.

13. **Amendments.** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

14. **Notice.** Any notices to the County shall be mailed to:

County:
Megan Polk
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Diane Melton
2500 W. Godfrey Street
Pensacola, Florida 32505

All notices shall be sent by certified mail, return receipt requested.

15. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

16. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

17. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

18. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

19. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

20. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

Escambia County Community Redevelopment Agency acting by and through the Escambia County Board of County Commissioners

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

_____
Deputy Clerk

BCC Approved: _____

(SEAL)

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Sept. 2, 2026

For Recipient:

Diane Melton

Diane Melton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, this 26 day of August, 2020 by **Diane Melton**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

(Notary Seal)

Signature of Notary Public

Megan Trinarian Polk

Printed Name of Notary Public

EXHIBIT 1

RESIDENTIAL ROOF PROGRAM PROJECT

Property Owner(s): **Diane Melton**
Property Address: **2500 W. Godfrey Street, Pensacola, Florida 32505**

The “Project” includes the following improvement to the above referenced property:

Roof Replacement

EXHIBIT 2

Escambia County Community Redevelopment Agency
Residential Roof Funding Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Diane Melton, a Single Woman	**2500 W. Godfrey Street Pensacola, Florida 32505**	**31-2S-30-2000-260-001**

Total Amount of Lien **$8,977**

I, the undersigned owner of the residential property referenced above, more particularly described in the **Warranty Deed** recorded in Official Record Book **5825** at page **1645** of the public records of Escambia County, Florida, agree that the improved residential property will continue to be used as my primary residence for a period of not less than five (5) years from the date this lien agreement is recorded in the public records.

The amount secured by this lien shall be due and payable in total for a period of five (5) years from the date this Lien Agreement is recorded in the public records. Upon documentation of compliance with the provisions of this Lien Agreement and the Escambia County **Residential Roof Funding Program,** and five (5) years subsequent to the recording of the Lien Agreement in the public records, this lien shall depreciate to zero (0). I understand that this lien will not be subordinated under any circumstances.

If the property is sold or if ownership or possession or any interest in the Property is otherwise conveyed, or if the funding agreement executed concurrently with this Lien Agreement is terminated prior to the expiration of five (5) years, I agree that I or my successors or assigns will repay the total amount of the residential roof funds secured by this lien.

For Recipient:

Diane Melton

Diane Melton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, this 26 day of August, 2020 by **Diane Melton**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

Megan Trinarian Polk

Signature of Notary Public

Megan Trinarian Polk

Printed Name of Notary Public

(Notary Seal)

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

Escambia County Community Redevelopment Agency acting by and through the Escambia County Board of County Commissioners

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Sept. 2, 2020

This instrument prepared by:
Megan Polk, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

INCOME-BASED ROOF PROGRAM CONTRACT

THIS CONTRACT is made and entered into by and between **Diane Melton** (hereinafter referred to as "Owner"), and **Bill Walther Roofing, Inc.** (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Community Redevelopment Agency (hereinafter referred to as "CRA"), has established the **Income-Based Roof Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the CRA for a loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Contract, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Contract are declared to be true and correct and are hereby incorporated into this Contract.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at **2500 W. Godfrey Street, Pensacola, Florida 32505** (hereinafter referred to as "Project"), in accordance with the Scope of Work, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Contract and the provisions of any other contract documents, the provisions of this Contract shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Contract to the full satisfaction and acceptance of the CRA, the County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of **$6,340** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be

made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Contract or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) Defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Contract.

All payments under this Contract and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide Performance and Payment Bonds in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page.)

Section 6. Notice to Proceed. The CRA shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence

work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Contract. The Project shall be complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to complete the Project within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be complete on the date that all required documentation (Contractor Invoice, Contractors Final Payment Affidavit, Final Release and Warranty and Permit/Final Inspection Passed) is received by the County and the CRA certifies in writing that the Project has been completed in accordance with the contract documents so that the Project can be utilized for the purposes for which it is intended. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is defined by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the CRA in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early

completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Contract, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the CRA. Any changes requested by the Owner or Contractor must be submitted in writing to the CRA and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The CRA shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the CRA, and the County and CRA shall not be liable to the Contractor for any increased compensation without such written order.

A Change Order, in the form attached as **Exhibit C** to this Contract, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the CRA concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the CRA, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. Final Completion. The Contractor shall provide the CRA with written notice that the Project is complete and ready for final inspection, and the CRA shall promptly make such inspection.

After the Project is ready for final inspection by the CRA, the Contractor shall submit to the CRA: (1) a Release and Affidavit in the form attached as **Exhibit D;** (2) if requested by CRA, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract, to the extent and in such form as may be designated by CRA; and (3) Owner's Final Release and Warranty. The CRA reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the CRA finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the CRA shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the CRA, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. Tests and Inspections. The CRA, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide CRA with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Contract or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, the Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the CRA the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the CRA.

If any work that is to be inspected, tested or approved is covered without written concurrence from the CRA, such work must, if requested by the CRA, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given the CRA timely notice of Contractor's intention to cover the same and the CRA has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from the CRA, such work must, if requested by the CRA, be uncovered for the CRA's observation and be replaced at Contractor's sole expense.

The CRA, or other County officials as may be designated by the CRA, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Contract. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. The Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Contract, as well as all shop

drawings and other Contractor submittals and all written interpretations and clarifications issued by the CRA, in good order and annotated to show all changes made during construction.

The Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. The CRA, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Contract as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Contract shall be deemed Defective Work. If required by the CRA, the Contractor shall either cure all Defective Work, whether or not fabricated, installed or completed, or, if the Defective Work has been rejected by the CRA, remove it from the site and replace it. The Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the CRA and County harmless for the same.

If the CRA considers it necessary or advisable that covered work be observed by the CRA or inspected or tested by others, the Contractor, at the CRA's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the CRA may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is Defective Work, the Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the CRA shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is Defective Work, or the Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Contract, the CRA may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CRA to stop the work shall not give rise to any duty on the part of the CRA to exercise this right for the benefit of the Contractor or any other party.

Should the CRA determine, at its sole opinion, it is in the County's best interest to accept Defective Work, the CRA may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the CRA's evaluation of and determination to accept Defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such Defective Work, incorporating the necessary revisions in the Contract and reflecting an appropriate decrease in the Contract Amount. If the CRA accepts such

Defective Work after final payment, Contractor shall promptly pay CRA an appropriate amount to adequately compensate for its acceptance of the Defective Work.

If Contractor fails, within a reasonable time after the written notice from the CRA, to correct Defective Work or to remove and replace rejected Defective Work as required by the CRA, or if Contractor fails to perform the work in accordance with the Contract, or if Contractor fails to comply with any of the provisions of the Contract, the CRA may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the CRA may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend the Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which the CRA has paid the Contractor but which are stored elsewhere. The Contractor shall allow the CRA, and its respective representatives, agents, and employees such access to the Project site as may be necessary to enable the CRA to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of the CRA in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or other property destroyed or damaged by correction, removal or replacement of Contractor's Defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise of the CRA's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. The Contractor shall be considered in material default of the Contract and such default shall be considered cause for the CRA to terminate the Contract, in whole or in part, as further set forth in this Section, if the Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the CRA; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the prosecution of the work; or (e) fails to resume work that has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Contract.

The CRA shall notify Contractor in writing of Contractor's default(s). If the CRA determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County may terminate Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion

of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If the CRA deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the County incident to such completion shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, the Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment, shall survive termination of the Contract.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of the Contractor's right to proceed pursuant to this Section, it is determined for any reason that the Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Contract, and such default shall be considered cause for County to terminate the Contract, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Contract.

The CRA shall notify Owner in writing of Owner's default. If the CRA determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Contract may be terminated by the County.

Any Project costs incurred prior to the date of termination or Project funding paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title

search fee, procurement costs, permit fees, work completed by the Contractor as of the date of termination, and costs incurred for special order materials, shall be repaid to the County by the Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred or funds disbursed under this Contract through the date of Owner's termination. If Owner fails to return such funds, the County may initiate legal action to recover the total amount expended.

15.3 Termination for Convenience. The County shall have the right to terminate this Contract without cause upon **seven (7) calendar days'** written notice of termination to the Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Contract is based upon the availability of Tax Increment Financing (TIF) funds, pursuant to F.S. Chapter 163, the Community Redevelopment Act, and the County reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to the Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination.

15.5 Notice of Suspension. The County shall have the right to suspend all or any portions of the work upon providing the Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, the Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Contract with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, CRA, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this Contract or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

The Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this Contract until all insurance required under this section has been secured and such insurance has been approved by the CRA.

Section 18. Subcontracts. The Contractor may subcontract work under this Contract with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Contract. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. Independent Contractor Status. In the performance of this Contract hereunder, the Contractor and Owner shall be independent contractors. Neither the Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than

as specifically provided in this Contract or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. The Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of five (5) years from the date of final inspection and acceptance of all work performed pursuant to this Contract. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and CRA.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. Utilities. The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

Section 22. Owner's Responsibilities. The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Contract that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc., to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Contract and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Contract may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Contract, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Contract. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Contract.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 26. Entire Contract. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If the Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, the Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 28. Compliance with Laws. Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Contract, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. Assignment. This Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor without the prior written consent of the County.

Section 30. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Clara Long	Diane Melton	Bill Walther Roofing, Inc.
Community Redevelopment Agency	2500 W. Godfrey Street	4941 Horace Lunsford Road
221 Palafox Place, Suite 305	Pensacola, Florida 32505	Milton, Florida 32570
Pensacola, Florida 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 31. No Discrimination. The Owner and Contractor shall ensure that this Contract is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 32. No Waiver. This Contract does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. Governing Law. This Contract is executed in Escambia County, Florida, and performance and interpretation of this Contract shall be construed in accordance with the laws of Florida. Any action relating to this Contract shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. Severability. If any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

Section 35. Headings. The headings appearing in this Contract have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 36. Authority. Each individual executing this Contract on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Contract on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Contract is binding upon each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

Signature of Contractor: William Walther Nelson	**Signature of Owner:** Diane Melton
Firm Name, Address, City, State, Zip: **Bill Walther Roofing, Inc.** **4941 Horace Lunsford Road** **Milton, Florida 32570**	**Name, Address, City, State, Zip:** **Diane Melton** **2500 W. Godfrey** **Pensacola, Florida 32505**
FL and County License No.: CCC 1330769	
Witness: **Witness:**	**Witness:** Carrie Watts **Witness:**
Date of Bid: May 1,2020	**Date of Acceptance: May 1,2020**

ESCAMBIA COUNTY, FLORIDA:

By: _____
County Administrator or Designee

Date: 7-22-20

Exhibit A

Income-Based Roof Program
Scope of Work

Property Owner Name: Diane Melton **Contractor:** Bill Walther Roofing

Address: 2500 W. Godfrey Street **Contractor PH#:** 516-0755

PH#: 850-287-4779 **Total SF:** 1,451

Pre-Bid Meeting (Date & Time): 4/22/2020 - 9am **Bid Close (Date & Time):** 5/1/2020 - 5pm

Description: Roof Replacement

- **Remove all existing shingles, underlayment and drip-edge to expose decking, inspect vent boots**
- **Repair degraded and damaged decking, replace underlayment, new drip edge and install architectural shingles**
- **Replace 12 feet of wood and vinyl soffit and fascia on right side of structure; and paint**

Cost of Labor: $3804.00

Cost of Materials: $2536.00

Total Cost: $6340.00

Property Owner Signature Diane Melton

Contractor Signature Wayne Wilson



BILL WALTHER
ROOFING, INC.

4941 Horace Lunsford Rd • Milton, FL 32570
(850) 432-2029 • Cell 516-3788
Fax (850) 981-3853 • rebeckawalther@yahoo.com
CCC1330769

NAME: Diane Melton	PHONE: 282-4779	DATE: 4-27-2020
ADDRESS: 2500 W. Godfrey St	JOB LOCATION:	
CITY: Pensacola, FL STATE:	Shingle Color:	

SHINGLE ROOFING

- ☑ 1. Remove one layer of Shingles and Felt.
- ☑ 2. Replace 1 Sheet of Plywood, included in price 65.00 per sheet for additional wood.
- ☑ 3. Install one ply of Gorilla Guard, Resisto, or synthetic.
- ☐ 4. Install Resisto in the valley.
- ☐ 5. Install 25 or 30 year, 3-Tab Shingles.
- ☑ 6. Install Limited Lifetime Dimensional Shingles.
- ☑ 7. Remove & Haul Away All Roofing Debris.
- ☑ 8. Renail Plywood Deck Where Needed
- ☐ 9. Reflash Fireplace.
- ☐ 10. Remove Turbines. Qty.(_____)
- ☑ 11. Install Eave-drip. Qty.(17pc.) Color: (_____) Style: (2½")
- ☑ 12. Install Ridge Vent. Color: (Shingle) Qty.(11pcs.)
- ☑ 13. 750 Vents . Qty.(1)
- ☑ 14. Plumbing Boots. Qty.(4)
- ☐ 15. Pitch Vents. Qty.(Ø)
- ☐ 16. Goosenecks. _____" Qty.(Ø)
- ☑ 17. 5 Year Leak Warranty

FLAT ROOFS

- ☐ 1. 3 ply Fiberglass Built-up Hot Tar
- ☐ 2. Self-Adhered Modified
- ☐ 3. New Eave Metal
- ☐ 4. Torch Modified Bitumen
- ☐ 5. 5 Year Leak Warranty
- ☐ 6. Tapered Insulation _____" on 12"
- ☐ 7. Remove Roofing Debris

METAL ROOFS

- ☐ 1. P.B.R. Panels Metal
- ☐ 2. Tuff Ribbed Metal
- ☐ 3. Standing Seam Metal
- ☐ 4. 5 V. Crimp Metal
- ☐ 5. New Gorilla Guard
- ☐ 6. 5 Year Leak Warranty
- ☐ 7. New Eave Metal
- ☐ 8. New Secondary Water Barrier
- ☐ 9. Remove All Roofing Debris
- ☐ 10. 1 Layer of Shingles or Roofing Material installed per Manf. Spec.

ADDITIONAL SPECIFICATIONS: (NOT RESPONSIBLE FOR CONCRETE DRIVEWAYS)

PRICE GOOD FOR 30 DAYS

- ☐ 1. 9.95 /LF for Wall Flashing
- ☐ 2. 5.50 /LF for 2X Material
- ☐ 3. 3.50 /LF for 1x6 Decking
- ☐ 4. 5.50 /LF for 1 x _____ Fascia
- ☐ 5. 65.00 /Sheet for ½" Plywood

12' Facia Repair Included, Paint on Facia Repair Included, Vinyl Soffit Facia Included for 12' only Included, Patio Flashing Included, All Wood Work over 1 sheet of Plywood will incur extra charges

WE PROPOSE hereby to furnish materials and labor - complete in accordance with the terms and conditions for the sum of:

Six Thousand Three Hundred Forty +00 DOLLARS ($ 6340.00)

PAYMENT DUE UPON COMPLETION OF THE JOB UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE. CUSTOMER RESPONSIBLE FOR ALL LAWYER FEES ASSOCIATED WITH COLLECTING MONEY FOR NON PAYMENT.

AUTHORIZED REPRESENTATIVE: Wayne Wilson 516-0755

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE 4/17/20 Owner's Signature Clara Long

PURCHASE ORDER NO. 201648

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
230399 FAX: 850-736-8346
BILL WALTHER CONSTRUCTION INC
PO BOX 3793
MILTON FL 32572

SHIP TO
NEIGHBORHOOD & ENV. SERVICES/CRA
COMMUNITY REDEVELOPMENT AGENCY
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN:

ORDER DATE: 07/28/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001574	REQ. DATE: 07/24/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		WORK INCLUDES BUT IS NOT LIMITED TO THE REMOVAL OF ALL EXISTING SHINGLES, UNDERLAYMENT, AND DRIP-EDGE TO EXPOSE DECKING, INSPECT VENT BOOTS. REPAIR OF DEGRADED AND DAMAGED DECKING, REPLACE UNDERLAYMENT, NEW DRIP EDGE AND INSTALL ACHITECTURAL SHINGLES. REPLACE SOFFIT ARROND ENTIRE HOUSE; AND PAINT. INSTALL RIDGE VENT. PURCHASE ORDER TO PROVIDE ROOFING SERVICES FOR 2500 W. GODFREY STREET LOCATED WITHIN THE BROWNSVILLE CRA DISTRICT. VR QUOTE #:CRA_IBRP_MP2	6340.0000	6,340.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370113	53401	6,340.00	

PAGE TOTAL $	6,340.00
TOTAL $	6,340.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Exhibit C

Escambia County
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32501
Phone: 850.595.3217
Fax: 850.595.3218

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: 1
Date: 9-19-2020

Homeowner(s): Diane Melton
Address: 2500 W. Godfrey St. Pensacola, FL 32505

The following changes to the above contract are hereby made based upon the following justification:

Wood Decking + Truss Repairs, Facia Repairs

Change order scope of work (or attach specifications as necessary):

Change rotten Decking, Truss + Facia

SUMMARY

Original Contract Amount:	6340.00
Previous Additions (Change Order No.___)	
Previous Deletions (Change Order No.___)	
Current Contract Amount:	6340.00
+ Change Order Amount:	2637.00
New Contract Amount:	8977.00
Cumulative Percent (✓) Increase ( ) Decrease	30%

Original Start Date (NTP):	8-18-2020
Original Contract Period:	9-19-2020
Previous Completion Date:	9-19-2020
This Change Order (✓) Increase ( ) Decrease	1 Day
New Contract Period	9-19-2020
New Completion Date	9-8-23-2020

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

Diane Melton
Homeowner Signature

Diane Melton 8-20-2020
Print Name Date

Homeowner Signature

Print Name Date

COMMUNITY REDEVELOPMENT AGENCY:

Program Manager

Megan Bilby 8-20-2020
Print Name Date

Clara Long
Division Manager

Clara Long 8/19/20
Print Name Date

CONTRACTOR:

Wayne Wilson
Signature

Wayne Wilson 8-19-2020
Print Name Date

Bill Walther Roofing Inc
Firm Name

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

Bill Walther Roofing Inc.

4941 Horace Lunsford Road
Milton, FL 32570
P: 850-432-2029
F: 850-981-3853
Email Rebeckawalther@yahoo.com
Website www.billwaltherroofing.com

Bill To:
Diane Melton

Change Order #: 1
Invoice Date:
8/18/2020

2500 W. Godfrey Reroof Wood Work

Item #	Description	Qty	Unit Price	Discount	Price
1	3/4 Plywood	14	$ 75.00		$ 1,050.00
2	1x2 Ledger Board	72	$ 2.50		$ 180.00
3	1x4 Facia	36	$ 5.50		$ 198.00
4	2x6 Truss repair	112	$ 6.00		$ 672.00
5	2x4 truss tails	72	$ 5.50		$ 396.00
6	Aluminum Facia	36	$ 6.00		$ 216.00
7	Credit Plywood	1	$ (75.00)		$ (75.00)
					$ -
					$ -
					$ -
					$ -
					$ -

Invoice Subtotal	$ 2,637.00
Tax Rate	
Sales Tax	$ -
Other	
Deposit Received	
TOTAL	$ 2,637.00

Make all checks payable to Bill Walther Roofing Inc..
Total due in <#> days. Overdue accounts subject to a service charge of <#>% per month.

PURCHASE ORDER NO. 201648-1

CHANGE DATE: 09/02/20

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
230399 FAX: 850-736-8346
BILL WALTHER CONSTRUCTION INC
PO BOX 3793
MILTON FL 32572

SHIP TO
NEIGHBORHOOD & ENV. SERVICES/C
COMMUNITY REDEVELOPMENT AGENCY
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN:

ORDER DATE: 07/28/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001574	REQ. DATE: 07/24/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Previous Purchase Order Total Dollars: $6,340 Net Dollars Added: $2,637 Change Order #1:Administrative Change and Financial Change New Total Purchase Order Total Dollars: $8,977 This change order requires an Administrative Change Order to change the Object Code from 53401 to 58301 per the Clerk of Court Office. This change order requires a financial change to cover roof repairs in the Brownsville CRA, due to unforeseen circumstances of wood materials prior to the initial quote we now require to increase purchase to $8,977.		
01	.00		PURCHASE ORDER TO PROVIDE ROOFING SERVICES FOR 2500 W. GODFREY STREET LOCATED WITHIN THE BROWNSVILLE CRA DISTRICT. VR QUOTE #:CRA_IBRP_MP2	2637.0000	2,637.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370113	53401	-6,340.00	
01	370113	58301	8,977.00	

PAGE TOTAL $	2,637.00
TOTAL $	2,637.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Exhibit D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, **Diane Melton**, as owner of the unit located at **2500 W. Godfrey, Pensacola, FL 32505,** certify and accept all work as performed and contracted by, **Bill Walther Roofing, Inc.** as complete and satisfactory. I hereby authorize final payment to **Bill Walther Roofing, Inc.** for the work done on this residence.

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, **Bill Walther Roofing, Inc.,** as Contractor of record, for the rehabilitation of the above referenced residence, do issue a five (5) year limited labor and material warranty ending **August 20, 2025.** The warranty covers defects in materials and workmanship, which occur during normal use. I, **Diane Melton** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that **Bill Walther Roofing, Inc.,** the Contractor, is sole responsible party for the five (5) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is their responsibility to contact the Contractor **Bill Walther Roofing, Inc.** regarding necessary warranty work.

DATE: 8-26-2020

Diane Melton

HOMEOWNER'S SIGNATURE

HOMEOWNER'S SIGNATURE

CONTRACTOR'S SIGNATURE

850-516-0755

CONTRACTOR'S PHONE NUMBER

ESCAMBIA COUNTY REPRESENTATIVE

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared Wayne Wilson [*name of affiant*], who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. He or she is the Manager [*title of affiant*], of **Bill Walther Roofing, Inc.** [*name of contractor's business*], which does business in the State of Florida, hereinafter referred to as the "Contractor."

2. Contractor, pursuant to a contract with **Diane Melton** [*name of owner*], hereinafter referred to as the "Owner," and Escambia County, has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said contract.

3. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining final payment in the amount of **$8,977**.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

Name of Lienor	Amount Due
N/A	

Signed, sealed, and delivered this 25th day of August, 2020.

By: Wayne Wilson

Name of Affiant: Wayne Wilson

Title of Affiant: Manager

Bill Walther Roofing Inc.
Name of Contractor's Business

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or online notarization, this 25 day of August, 2020 by Wayne Wilson [*name of affiant*]. He/She (__) is personally known to me or (✓) has produced FL Driver License as identification and did take an oath.

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

Signature of Notary Public

(Notary Seal)

Megan Trinarian Polk
Printed Name of Notary Public

2500 W. Godfrey Street - Diane Melton
Roof Replacement



Before Photos







After Photos





ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL ROOF PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **5th** day of **November,** by and between the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, acting in its capacity as the Escambia County Community Redevelopment Agency, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Evelyn Pate and Samuel Pate,** (the "Recipient"), owner(s) of residential property located at **1126 Medford Avenue,** Pensacola, Florida, **32505.**

WITNESSETH:

WHEREAS, the CRA has established the **Residential Roof Funding Program** (the "Program") to provide funding to qualified property owners for roofing projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for funding of the roofing project described in **EXHIBIT 1** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program funding to be provided for the benefit of the Recipient;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated by reference in this Agreement.

2. **Residential Roof Program.** The CRA will pay a total amount of **$11,483** on behalf of the Recipient to the roofing contractor selected to complete the Project described in **EXHIBIT 1**. In consideration for the funds provided by the CRA, the Recipient shall execute the Lien Agreement attached to this Agreement as **EXHIBIT 2**.

3. **Project.** The Project funded by this Agreement is defined in **EXHIBIT 1.**

4. **Term.** This Agreement will terminate after five years from the date that the Lien Agreement is recorded in the public records.

5. **Indemnification.** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

6. **Termination.** The CRA may terminate this Agreement if Recipient breaches any of its terms and provisions. A breach shall include, but not be limited to, the Recipient's failure to reside on the property as their principal residence for five years following the date

that the Lien Agreement is recorded in the public records, or conveyance of any interest in the Property, including but not limited to sale, lease, or mortgage, within five years after the date that the Lien Agreement is recorded in the public records.

7. **Notice of Termination.** The CRA will provide the Recipient with written notice of a breach and any corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the notice.

8. **Subsequent to Termination.** The CRA will provide the Recipient a written notice confirming termination of the Agreement. Within thirty (30) days of receipt of the termination notice, the Recipient shall submit a cashier's check to the CRA for the total amount of the funds disbursed under this Agreement.

9. **Inspector.** The CRA may place an inspector on the property during the Project to ensure proper expenditure of the funds provided under this Agreement. The CRA does not assume any liability for the quality of the work performed or injuries incurred during the Project.

10. **Payment Process.** When the Project is completed, the CRA will disburse the funds directly to the roofing contractor. The CRA will not disburse any funds for unauthorized goods, services, or equipment other than those described in **EXHIBIT 1**.

11. **Public Records.** The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents will be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. If the Recipient fails to comply with the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement.

12. **Audit.** The CRA or the Clerk of the Circuit Court/Finance Division may audit or review any records or documents related to this Agreement.

13. **Amendments.** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

14. **Notice.** Any notices to the County shall be mailed to:

County:
Megan Polk
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Evelyn Pate
Samuel Pate
1126 Medford Avenue
Pensacola, Florida 32505

All notices shall be sent by certified mail, return receipt requested.

15. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

16. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

17. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

18. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

19. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

20. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

Escambia County Community Redevelopment Agency acting by and through the Escambia County Board of County Commissioners

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

_____
Deputy Clerk

BCC Approved: _____

(SEAL)

This document approved as to form and legal sufficiency.
By: _____
Title: Asst County Attorney
Date: Sept 9, 2020

For Recipient:

Evelyn B Pate

Evelyn Pate, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, this 8th day of September, 2020 by **Evelyn Pate**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

FL DL: P300-202-62-559-0

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

(Notary Seal)

Signature of Notary Public

Megan Trinarian Polk

Printed Name of Notary Public

For Recipient:

Samuel Pate, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, this 8th day of September, 2020 by **Samuel Pate**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

FL DL: P300-780-55-309-0

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

(Notary Seal)

Signature of Notary Public

Megan Trinarian Polk

Printed Name of Notary Public

EXHIBIT 1

RESIDENTIAL ROOF PROGRAM PROJECT

Property Owner(s): **Evelyn Pate & Samuel Pate**
Property Address: **1126 Medford Avenue, Pensacola, Florida 32505**

The “Project” includes the following improvement to the above referenced property:

Roof Replacement

EXHIBIT 2

Escambia County Community Redevelopment Agency
Residential Roof Funding Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Evelyn Pate and Samuel Pate Husband and Wife	**1126 Medford Avenue Pensacola, Florida 32505**	**46-1S-30-1100-032-004**

Total Amount of Lien **$11,483**

I, the undersigned owner of the residential property referenced above, more particularly described in the **Warranty Deed** recorded in Official Record Book **7455** at page **1542** of the public records of Escambia County, Florida, agree that the improved residential property will continue to be used as my primary residence for a period of not less than five (5) years from the date this lien agreement is recorded in the public records.

The amount secured by this lien shall be due and payable in total for a period of five (5) years from the date this Lien Agreement is recorded in the public records. Upon documentation of compliance with the provisions of this Lien Agreement and the Escambia County **Residential Roof Funding Program,** and five (5) years subsequent to the recording of the Lien Agreement in the public records, this lien shall depreciate to zero (0). I understand that this lien will not be subordinated under any circumstances.

If the property is sold or if ownership or possession or any interest in the Property is otherwise conveyed, or if the funding agreement executed concurrently with this Lien Agreement is terminated prior to the expiration of five (5) years, I agree that I or my successors or assigns will repay the total amount of the residential roof funds secured by this lien.

For Recipient:

Evelyn B Pate

Evelyn Pate, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, this 8th day of September, 2020 by **Evelyn Pate**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

FL DL: P300-202-62-559-0

Megan Trinarian Polk

Signature of Notary Public

Megan Trinarian Polk

Printed Name of Notary Public

(Notary Seal)

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

For Recipient:

Samuel Pate, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, this 8th day of September, 2020 by **Samuel Pate**, Property Owner. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification.

FL DL: P300-180-55-309-0

Megan Trinarian Polk

Signature of Notary Public

Megan Trinarian Polk

Printed Name of Notary Public

(Notary Seal)

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

Escambia County Community Redevelopment Agency acting by and through the Escambia County Board of County Commissioners

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Date Executed: _____

BCC Approved: _____

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Sept. 8, 2020

This instrument prepared by:
Megan Polk, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

INCOME-BASED ROOF PROGRAM CONTRACT

THIS CONTRACT is made and entered into by and between **Evelyn Pate and Samuel Pate** (hereinafter referred to as "Owner"), and **Bill Walther Roofing, Inc.** (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Community Redevelopment Agency (hereinafter referred to as "CRA"), has established the **Income-Based Roof Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the CRA for a loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Contract, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Contract are declared to be true and correct and are hereby incorporated into this Contract.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at **1126 Medford Avenue, Pensacola, Florida 32505** (hereinafter referred to as "Project"), in accordance with the Scope of Work, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Contract and the provisions of any other contract documents, the provisions of this Contract shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Contract to the full satisfaction and acceptance of the CRA, the County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of **$9,129** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be

made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Contract or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) Defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Contract.

All payments under this Contract and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide Performance and Payment Bonds in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page.)

Section 6. Notice to Proceed. The CRA shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence

work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Contract. The Project shall be complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to complete the Project within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be complete on the date that all required documentation (Contractor Invoice, Contractors Final Payment Affidavit, Final Release and Warranty and Permit/Final Inspection Passed) is received by the County and the CRA certifies in writing that the Project has been completed in accordance with the contract documents so that the Project can be utilized for the purposes for which it is intended. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is defined by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the CRA in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early

completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Contract, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the CRA. Any changes requested by the Owner or Contractor must be submitted in writing to the CRA and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The CRA shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the CRA, and the County and CRA shall not be liable to the Contractor for any increased compensation without such written order.

A Change Order, in the form attached as **Exhibit C** to this Contract, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the CRA concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the CRA, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. Final Completion. The Contractor shall provide the CRA with written notice that the Project is complete and ready for final inspection, and the CRA shall promptly make such inspection.

After the Project is ready for final inspection by the CRA, the Contractor shall submit to the CRA: (1) a Release and Affidavit in the form attached as **Exhibit D;** (2) if requested by CRA, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract, to the extent and in such form as may be designated by CRA; and (3) Owner's Final Release and Warranty. The CRA reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the CRA finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the CRA shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the CRA, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections.** The CRA, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide CRA with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Contract or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, the Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the CRA the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the CRA.

If any work that is to be inspected, tested or approved is covered without written concurrence from the CRA, such work must, if requested by the CRA, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given the CRA timely notice of Contractor's intention to cover the same and the CRA has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from the CRA, such work must, if requested by the CRA, be uncovered for the CRA's observation and be replaced at Contractor's sole expense.

The CRA, or other County officials as may be designated by the CRA, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Contract. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

Section 13. **Reports.** The Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Contract, as well as all shop

drawings and other Contractor submittals and all written interpretations and clarifications issued by the CRA, in good order and annotated to show all changes made during construction.

The Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later. The CRA, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Contract as often as they deem necessary during the period of this Contract and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Contract shall be deemed Defective Work. If required by the CRA, the Contractor shall either cure all Defective Work, whether or not fabricated, installed or completed, or, if the Defective Work has been rejected by the CRA, remove it from the site and replace it. The Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the CRA and County harmless for the same.

If the CRA considers it necessary or advisable that covered work be observed by the CRA or inspected or tested by others, the Contractor, at the CRA's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the CRA may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is Defective Work, the Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the CRA shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is Defective Work, or the Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Contract, the CRA may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CRA to stop the work shall not give rise to any duty on the part of the CRA to exercise this right for the benefit of the Contractor or any other party.

Should the CRA determine, at its sole opinion, it is in the County's best interest to accept Defective Work, the CRA may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the CRA's evaluation of and determination to accept Defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such Defective Work, incorporating the necessary revisions in the Contract and reflecting an appropriate decrease in the Contract Amount. If the CRA accepts such

Defective Work after final payment, Contractor shall promptly pay CRA an appropriate amount to adequately compensate for its acceptance of the Defective Work.

If Contractor fails, within a reasonable time after the written notice from the CRA, to correct Defective Work or to remove and replace rejected Defective Work as required by the CRA, or if Contractor fails to perform the work in accordance with the Contract, or if Contractor fails to comply with any of the provisions of the Contract, the CRA may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the CRA may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend the Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which the CRA has paid the Contractor but which are stored elsewhere. The Contractor shall allow the CRA, and its respective representatives, agents, and employees such access to the Project site as may be necessary to enable the CRA to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of the CRA in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or other property destroyed or damaged by correction, removal or replacement of Contractor's Defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise of the CRA's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. The Contractor shall be considered in material default of the Contract and such default shall be considered cause for the CRA to terminate the Contract, in whole or in part, as further set forth in this Section, if the Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the CRA; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the prosecution of the work; or (e) fails to resume work that has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Contract.

The CRA shall notify Contractor in writing of Contractor's default(s). If the CRA determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County may terminate Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion

of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If the CRA deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the County incident to such completion shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, the Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment, shall survive termination of the Contract.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of the Contractor's right to proceed pursuant to this Section, it is determined for any reason that the Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Contract, and such default shall be considered cause for County to terminate the Contract, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Contract.

The CRA shall notify Owner in writing of Owner's default. If the CRA determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Contract may be terminated by the County.

Any Project costs incurred prior to the date of termination or Project funding paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title

search fee, procurement costs, permit fees, work completed by the Contractor as of the date of termination, and costs incurred for special order materials, shall be repaid to the County by the Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred or funds disbursed under this Contract through the date of Owner's termination. If Owner fails to return such funds, the County may initiate legal action to recover the total amount expended.

15.3 Termination for Convenience. The County shall have the right to terminate this Contract without cause upon **seven (7) calendar days'** written notice of termination to the Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Contract is based upon the availability of Tax Increment Financing (TIF) funds, pursuant to F.S. Chapter 163, the Community Redevelopment Act, and the County reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to the Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination.

15.5 Notice of Suspension. The County shall have the right to suspend all or any portions of the work upon providing the Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, the Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Contract with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, CRA, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this Contract or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

The Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this Contract until all insurance required under this section has been secured and such insurance has been approved by the CRA.

Section 18. Subcontracts. The Contractor may subcontract work under this Contract with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Contract. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. Independent Contractor Status. In the performance of this Contract hereunder, the Contractor and Owner shall be independent contractors. Neither the Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than

as specifically provided in this Contract or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. The Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of five (5) years from the date of final inspection and acceptance of all work performed pursuant to this Contract. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and CRA.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. Utilities. The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

Section 22. Owner's Responsibilities. The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Contract that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc., to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Contract and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Contract may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Contract, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Contract. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Contract.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 26. Entire Contract. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If the Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, the Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 28. Compliance with Laws. Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Contract, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. Assignment. This Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor without the prior written consent of the County.

Section 30. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Clara Long	Evelyn Pate	Bill Walther Roofing, Inc.
Community Redevelopment Agency	Samuel Pate	4941 Horace Lunsford Road
221 Palafox Place, Suite 305	1126 Medford Avenue	Milton, Florida 32570
Pensacola, Florida 32502	Pensacola, Florida 32505	

All notices shall be sent by certified mail, return receipt requested.

Section 31. No Discrimination. The Owner and Contractor shall ensure that this Contract is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 32. No Waiver. This Contract does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. Governing Law. This Contract is executed in Escambia County, Florida, and performance and interpretation of this Contract shall be construed in accordance with the laws of Florida. Any action relating to this Contract shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. Severability. If any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

Section 35. Headings. The headings appearing in this Contract have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 36. Authority. Each individual executing this Contract on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Contract on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Contract is binding upon each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip: **Bill Walther Roofing, Inc.** **4941 Horace Lunsford Road** **Milton, Florida 32570**	**Name, Address, City, State, Zip:** **Evelyn Pate and Samuel Pate** **1126 Medford Avenue** **Pensacola, Florida 32505**
FL and County License No.: CCC 1330769	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: May 1,2020	**Date of Acceptance: May 1,2020**

ESCAMBIA COUNTY, FLORIDA:

By: _____
County Administrator or Designee

Date: 7-22-20

Exhibit A

Income-Based Roof Program
Scope of Work

Property Owner Name: Evelyn Pate
Address: 1126 Medford Avenue
PH#: 850-206-8571 or 850-438-0266
Pre-Bid Meeting (Date & Time): 4/22/2020 - 9am

Contractor: Bill Walther Roofing
Contractor PH#: 516-0755
Total SF: 1,443
Bid Close (Date & Time): 5/1/2020 – 5pm

Description: Roof Replacement

- **Remove all existing shingles, underlayment and drip-edge to expose decking, inspect vent boots**
- **Repair degraded and damaged decking, replace underlayment, new drip edge and install modified shingles**
- **Reflash back patio**

Cost of Labor: $5,477.40

Cost of Materials: $3651.60

Total Cost $: 9129.00

Property Owner Signature Evelyn Pate

Contractor Signature Wayne Wilson



BILL WALTHER
ROOFING, INC.

4941 Horace Lunsford Rd • Milton, FL 32570
(850) 432-2029 • Cell 516-3788
Fax (850) 981-3853 • rebeckawalther@yahoo.com
CCC1330769

NAME: Evelyn Pate	PHONE: 206-8571	DATE: 4-27-2020
ADDRESS: 1126 Medford Ave	JOB LOCATION:	
CITY: Pensacola, FL STATE: 32	Shingle Color:	

SHINGLE ROOFING

- [x] 1. Remove ~~one~~ 3 layer of Shingles and Felt.
- [x] 2. Replace 1 Sheet of Plywood, included in price 65.00 per sheet for additional wood.
- [ ] 3. Install one ply of Gorilla Guard, Resisto, or synthetic.
- [ ] 4. Install Resisto in the valley.
- [ ] 5. Install 25 or 30 year, 3-Tab Shingles.
- [ ] 6. Install Limited Lifetime Dimensional Shingles.
- [ ] 7. Remove & Haul Away All Roofing Debris.
- [ ] 8. Renail Plywood Deck Where Needed
- [ ] 9. Reflash Fireplace.
- [ ] 10. Remove Turbines. Qty.(_____)
- [ ] 11. Install Eave-drip. Qty.(_____) Color: (_____) Style: (_____)
- [ ] 12. Install Ridge Vent. Color: (_____) Qty.(_____)
- [ ] 13. 750 Vents . Qty.(_____)
- [x] 14. Plumbing Boots. Qty.(2)
- [ ] 15. Pitch Vents. Qty.(_____)
- [ ] 16. Goosenecks. _____" Qty.(_____)
- [ ] 17. 5 Year Leak Warranty

FLAT ROOFS

- [ ] ~~1.~~ 3 ply Fiberglass Built-up Hot Tar
- [x] ~~2.~~ Self-Adhered Modified
- [x] 3. New Eave Metal
- [ ] 4. Torch Modified Bitumen
- [x] 5. 5 Year Leak Warranty
- [ ] 6. Tapered Insulation _____" on 12"
- [x] 7. Remove Roofing Debris

METAL ROOFS

- [ ] 1. P.B.R. Panels Metal
- [ ] 2. Tuff Ribbed Metal
- [ ] 3. Standing Seam Metal
- [ ] 4. 5 V. Crimp Metal
- [ ] 5. New Gorilla Guard
- [ ] 6. 5 Year Leak Warranty
- [ ] 7. New Eave Metal
- [ ] 8. New Secondary Water Barrier
- [ ] 9. Remove All Roofing Debris
- [ ] 10. 1 Layer of Shingles or Roofing Material installed per Manf. Spec.

ADDITIONAL SPECIFICATIONS: (NOT RESPONSIBLE FOR CONCRETE DRIVEWAYS)

PRICE GOOD FOR 30 DAYS

- [ ] 1. 9.95 /LF for Wall Flashing
- [ ] 2. 5.50 /LF for 2X Material
- [ ] 3. 3.50 /LF for 1x6 Decking
- [ ] 4. 5.50 /LF for 1 x _____ Fascia
- [ ] 5. 65.00 /Sheet for ½" Plywood

Price Includes Patio Flashing

All Wood work over 1 sheet of Plywood will incur extra Charges

WE PROPOSE hereby to furnish materials and labor - complete in accordance with the terms and conditions for the sum of:

Nine Thousand one Hundred Twenty Nine + 00/100 DOLLARS ($ 9129.00)

PAYMENT DUE UPON COMPLETION OF THE JOB UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE. CUSTOMER RESPONSIBLE FOR ALL LAWYER FEES ASSOCIATED WITH COLLECTING MONEY FOR NON PAYMENT.

AUTHORIZED REPRESENTATIVE: Wayne Wilson 516-0755

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE 4/27/20 **Owner's Signature** Clara Long

PURCHASE ORDER NO. 201649

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
230399 FAX: 850-736-8346
BILL WALTHER CONSTRUCTION INC
PO BOX 3793
MILTON FL 32572

SHIP TO
NEIGHBORHOOD & ENV. SERVICES/CRA
COMMUNITY REDEVELOPMENT AGENCY
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN:

ORDER DATE: 07/28/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001575	REQ. DATE: 07/24/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		WORK INCLUDES BUT IS NOT LIMITED TO THE REMOVAL OF ALL EXISTING SHINGLES, UNDERLAYMENT, AND DRIP-EDGE TO EXPOSE DECKING, INSPECT VENT BOOTS. REPAIR OF DEGRADED AND DAMAGED DECKING, REPLACE UNDERLAYMENT, NEW DRIP EDGE AND INSTALL ACHITECTURAL SHINGLES. REPLACE SOFFIT AROND ENTIRE HOUSE; AND PAINT. INSTALL RIDGE VENT. PURCHASE ORDER TO PROVIDE ROOFING SERVICES FOR 1126 MEDFORD AVENUE LOCATED WITHIN THE PALAFOX CRA DISTRICT	9129.0000	9,129.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370115	53401	9,129.00	

PAGE TOTAL $	9,129.00
TOTAL $	9,129.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Exhibit C

Escambia County
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32501
Phone: 850.595.3217
Fax: 850.595.3218

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: 1
Date: 8-21-2020

Homeowner(s): Evelyn Pate
Address: 1126 Medford Ave. Pensacola, FL 32505

The following changes to the above contract are hereby made based upon the following justification:
Rotten Wood Decking, Truss and Truss Tails

Change order scope of work (or attach specifications as necessary):
Replace Rotten Wood + Damaged Wood on roof System

SUMMARY

Original Contract Amount:	9129.00
Previous Additions (Change Order No.___)	
Previous Deletions (Change Order No.___)	
Current Contract Amount:	9129.00
+ Change Order Amount:	2354.00
New Contract Amount:	11,483.00
Cumulative Percent (✓) Increase ( ) Decrease	20.5%

Original Start Date (NTP):	8-19-2020
Original Contract Period:	9-19-2020
Previous Completion Date:	8-20-2020
This Change Order (✓) Increase ( ) Decrease	1 Day
New Contract Period	9-19-2020
New Completion Date	8-21-2020

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

Homeowner Signature
Samuel Pate 8-26-2020
Print Name Date
Evelyn B Pate
Homeowner Signature
EVELYN B Pate
Print Name Date

COMMUNITY REDEVELOPMENT AGENCY:

Program Manager
Morgan Bilky 8-26-2020
Print Name Date
Clara Long
Division Manager
Clara Long 8/28/20
Print Name Date

CONTRACTOR:

Wayne Wilson
Signature
Wayne Wilson 8-21-2020
Print Name Date
Bill Walther Roofing Inc.
Firm Name

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

Bill Walther Roofing Inc.

4941 Horace Lunsford Road
Milton, FL 32570
P: 850-432-2029
F: 850-981-3853
Email Rebeckawalther@yahoo.com
Website www.billwaltherroofing.com

Bill To:
Evelyn Pate

Change Order#: 1
Invoice Date: 8/19/2020

1126 Medford Ave

Item #	Description	Qty	Unit Price	Discount	Price
1	3/4 Plywood	10	$ 75.00		$ 750.00
2	1x6 Decking	168	$ 3.50		$ 588.00
3	2x4 Truss Tail	98	$ 5.50		$ 539.00
5	2x6 Truss Repair	42	$ 6.00		$ 252.00
6	Plywood Credit	1	$ (75.00)		$ (75.00)
7	Chimney Base Replaced with new	1	$ 300.00		$ 300.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

	Invoice Subtotal	$ 2,354.00
	Tax Rate	
	Sales Tax	$ -
	Other	
	Deposit Received	
	TOTAL	$ 2,354.00

Make all checks payable to Bill Walther Roofing Inc..
Total due in <#> days. Overdue accounts subject to a service charge of <#>% per month.

PURCHASE ORDER NO. 201649-1

CHANGE DATE: 09/02/20

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
230399 FAX: 850-736-8346
BILL WALTHER CONSTRUCTION INC
PO BOX 3793
MILTON FL 32572

SHIP TO
NEIGHBORHOOD & ENV. SERVICES/C
COMMUNITY REDEVELOPMENT AGENCY
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN:

ORDER DATE: 07/28/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001575	REQ. DATE: 07/24/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Previous Purchase Order Total Dollars: $9,129 Net Dollars Added: $2,354 Change Order #1:Administrative Change and Financial Change New Total Purchase Order Total Dollars: $11,483 This change order requires an Administrative Change Order to change the Object Code from 53401 to 58301 per the Clerk of Court Office. This change order requires a financial change to cover roof repairs in the Palafox CRA, due to unforeseen wood materials related prior to the initial quote we now require to increase purchase to $11,483.		
01	.00		PURCHASE ORDER TO PROVIDE ROOFING SERVICES FOR 1126 MEDFORD AVENUE LOCATED WITHIN THE PALAFOX CRA DISTRICT	2354.0000	2,354.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	370115	53401	-9,129.00	
01	370115	58301	11,483.00	

PAGE TOTAL $	2,354.00
TOTAL $	2,354.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Exhibit D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, **Evelyn Pate and Samuel Pate**, as owner(s) of the unit located at **1126 Medford Avenue, Pensacola, FL 32505,** certify and accept all work as performed and contracted by, **Bill Walther Roofing, Inc.** as complete and satisfactory. I hereby authorize final payment to **Bill Walther Roofing, Inc.** for the work done on this residence.

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, **Bill Walther Roofing, Inc.,** as Contractor of record, for the rehabilitation of the above referenced residence, do issue a five (5) year limited labor and material warranty ending **August 26, 2025.** The warranty covers defects in materials and workmanship, which occur during normal use. I, **Evelyn Pate and Samuel Pate** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that **Bill Walther Roofing, Inc.,** the Contractor, is sole responsible party for the five (5) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is their responsibility to contact the Contractor **Bill Walther Roofing, Inc.** regarding necessary warranty work.

DATE: 9-8-2020

HOMEOWNER'S SIGNATURE

HOMEOWNER'S SIGNATURE

CONTRACTOR'S SIGNATURE

850-516-0755
CONTRACTOR'S PHONE NUMBER

ESCAMBIA COUNTY REPRESENTATIVE

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared Wayne Wilson [*name of affiant*], who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. He or she is the _____ [*title of affiant*], of **Bill Walther Roofing, Inc.** [*name of contractor's business*], which does business in the State of Florida, hereinafter referred to as the "Contractor."

2. Contractor, pursuant to a contract with **Evelyn Pate and Samuel Pate** [*name of owner*], hereinafter referred to as the "Owner," and Escambia County, has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said contract.

3. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining final payment in the amount of **$11,483**.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

Name of Lienor	Amount Due
NA	

Signed, sealed, and delivered this 25th day of August, 2020.

By: _____

Name of Affiant: Wayne Wilson

Title of Affiant: Manager

Bill Walther Roofing, Inc

Name of Contractor's Business

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ___ online notarization, this 25 day of August, 2020 by Wayne Wilson, [*name of affiant*]. He/She (__) is personally known to me or (✓) has produced FL Drivers License as identification and did take an oath.

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

_____
Signature of Notary Public

(Notary Seal)

Megan Trinarian Polk
Printed Name of Notary Public

1126 Medford Avenue - Evelyn Pate and Samuel Pate
Roof Replacement







Before Photos







After Photos

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18853 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Contract Award for SHIP Housing Rehabilitation Services for 23 Sandalwood Street
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for State Housing Initiatives Partnership Housing Rehabilitation Services for 23 Sandalwood Street - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 23 Sandalwood Street:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement, between Escambia County, Florida; Design Homebuilders, Inc., Contractor; and Wiley Reese, Owner; per the terms and conditions of NED S-R-2020-19, NED SHIP Housing Repair for 23 Sandalwood, for $34,355; and

B. Authorize the issuance of a Purchase Order.

Vendor/Contractor	Funding	Amount	Contract Number
Design Homebuilders, Inc.	Fund 120/2020 SHIP, Cost Center 370207 or 2021 SHIP/Cost Center 370208	$30,000	NED-S-R-2020-19
	Fund 124/Affordable Housing, Cost Center 370290	$4355	

BACKGROUND:

An Invitation to Bid for project NED S-R-2020-19, NED SHIP Housing Repair for 23 Sandalwood Street, was published in Vendor Registry on September 4, 2020, (Exhibit I), and accessed by 94 firms including construction resources such as the Construction Journal and Construction Bid Source. A mandatory pre-solicitation conference was held on September 11, 2020, at the property, which was attended by four firms. Sealed bids were received from three firms by the deadline of September 25, 2020, with Design Homebuilders, Inc., being the lowest, most responsive bidder (Exhibit II). The Program Agreement is provided as Exhibit III, which will award the Contract for the base bid of $34,355. SHIP funding will cover $30,000 of the repairs, which is the maximum allowed by the SHIP program as outlined in the Board approved Local Housing Assistance Plan (LHAP), with the balance to come from Affordable Housing funds.

Repairs for this property will include roof replacement; installation of new water heater; installation of new mechanical system; electrical upgrade to include installation of new meter base, smoke detectors, light fixtures, and GFCI's; installation of new exterior doors; exterior siding repairs; floor joist repairs; and associated interior wall and ceiling repairs due to code upgrades.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Design Homebuilders, Inc.	Fund 120/2020 SHIP, Cost Center 370207 or 2021 SHIP/Cost Center 370208	$30,000	NED-S-R-2020-19
	Fund 124/Affordable Housing, Cost Center 370290	$4355	

LEGAL CONSIDERATIONS/SIGN-OFF:

The SHIP Housing Rehabilitation Services Program Agreement has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. The project and Agreement are in compliance with the SHIP LHAP and the property owner meets all eligibility guidelines for assistance under this program.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will submit the Purchase Order and will have administrative oversight of the project.

Attachments

Ex I-23 Sandalwood Bid Docs
Ex II-23 Sandalwood Bid Tab
Ex III-23 Sandalwood Housing Agreement

EXHIBIT I

Expired Sealed Solicitation

Details for expired solicitation

Sealed Solicitation Details | Notify | Recruit | Pre-Solicitation Sign-up

Add Note | Questions | Submissions | Analytics

Set to 'In Review' Set to 'Awarded' Set to 'Cancelled' Set to 'No Submission' Reopen

Status: In Review

Solicitation Type: Sealed Solicitation

Solicitation: NED S-R-2020-19

Solicitation Request: NED SHIP HOUSING REPAIR FOR 23 SANDALWOOD STREET

Deadline: 9/25/2020 12:15 PM (UTC-06:00) Central Time (US & Canada)

Previous Deadline: 9/25/202012:45 PM

Previous Deadline: 9/18/202012:00 PM

Pre-Bid Meeting-Date: 9/11/2020 8:30 AM

Pre-Bid Meeting-Details: A mandatory pre-bid meeting will be held at the project site located at 23 Sandalwood Street.

Description:

NED SHIP single housing rehabilitation project for Wiley D. Reese located at 23 Sandalwood Street, Pensacola, Florida 32505.

Repairs include roofing, plumbing, electrical and mechanical.

Allow Online Bid Submittal: Yes

Products and Services Keywords:

- Painting,Maintenance and Repair Services (Including Caulking)
- Painting,Maintenance and Repair Services
- Home Construction, Single Family
- Remodeling and Alterations

Products and Services:

- Home Construction, Single Family
- Maintenance And Repair, Residential Buildings, Including Single Family Homes And Apartments
- Painting, Maintenance And Repair Services, Including Caulking
- Remodeling And Alteration Services

Documents:

- SHIP Housing Repair Specs-Wiley Reese.pdf
- 20200911090030.pdf

Notified Vendors:

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- 9/23/2020 - Wharton-Smith, Inc. (amatthews@whartonsmith.com)
- 9/23/2020 - Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)
- 9/29/2020 - 850 Paint Pro (rick850@gmail.com)
- 9/29/2020 - ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 9/29/2020 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 9/29/2020 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 9/29/2020 - Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
- 9/29/2020 - Arkitektura Development Inc (bethacontreras@gmail.com)
- 9/29/2020 - B2W Home Repair (b2wrepair@gmail.com)
- 9/29/2020 - Baughn Renovations, LLC (oran@baughnrenovations.com)
- 9/29/2020 - Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 9/29/2020 - Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 9/29/2020 - Belfor Group USA (chris.thornhill@us.belfor.com)
- 9/29/2020 - Bill Smith Electric (derek@billsmithelectric.com)
- 9/29/2020 - Bill walther construction (billwaltherconstruction@gmail.com)
- 9/29/2020 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 9/29/2020 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 9/29/2020 - Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 9/29/2020 - Champion Contractors, Inc. (howard.ccon@gmail.com)
- 9/29/2020 - Champion Painting Specialty Services Corp. (kyle@championssc.com)
- 9/29/2020 - Chapman's Construction Company, Inc. (mike@chapmansconstruction.com)

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- 9/29/2020 - Citrus Sandblast (brandon@citrussandblast.com)
- 9/29/2020 - Coastal Cottage Concierge (coastalc3@gmail.com)
- 9/29/2020 - Construction Bid Source (chin@constructionbidsource.com)
- 9/29/2020 - Construction Journal (bids@thecj.com)
- 9/29/2020 - Construction Journal (p.exton@constructionjournal.com)
- 9/29/2020 - Corporate vision inc (corpvisioninc@gmail.com)
- 9/29/2020 - Crucible Construction, LLC (govbid@crucibleconstruction.com)
- 9/29/2020 - Curley Construction of NW FL Inc (c2144@cox.net)
- 9/29/2020 - D & K Concrete construction (dkconcrete24@gmail.com)
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Online Submissions: (2)

Additions:

Addition 1: Addendum

Posted: 9/23/2020

Description:
Due to Hurricane Sally the submission for bids has been extended to September 25, 2020 at 12:00PM

Deadline: 9/25/2020 12:15:00 PM (Central Time)

Addition 2: In Review

Posted: 9/29/2020

Description:
Contract Award to be considered at 10/15/20 BCC meeting

Documents:

- Bid Tab 23 Sandalwood.pdf

EXHIBIT II

Escambia County
Neighborhood Enterprise Division (NED) Housing Repair Program
Public Notice of Recommended Award
Bid Tabulation

Bid Opening Date: 09/28/20
Bid Opening Time: 2:15 P.M.
Bid Opening Location: 221 Palafox Place, Suite 200

Solicitation Number: NED S-R-2020-19
Solicitation Name: NED SHIP Housing Repair for 23 Sandalwood

AGENCY NAME	BASE BID	ALTERNATE 1	ALTERNATE 2	GRAND TOTAL
Design Homebuilders Inc	$34,355	N/A		
David Griffin H. Enterprises	$44,450	N/A		
MCDELT LLC	$37,750	N/A		

Bids Opened By: George Bell, NED
Bids Witnessed By: Christine Crespo, NED; Shannon Erdwins, Clerk of Court (COC)

Neighborhood Enterprise Division recommends to the BOCC to award a contract to Design Home Builders Inc for the base bid of $34,355

Status: Under Review
BCC Meeting Date: 11/5/20

SHIP HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between _Wiley Reese___ (hereinafter referred to as "Owner"), and __Design Homebuilders, Inc.____ (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") for the purpose of implementing a State Housing Initiatives Partnership ("SHIP") Program Project.

W I T N E S S E T H:

WHEREAS, the County has been awarded State Housing Initiatives Partnership ("SHIP") Program Grant, CSFA #40.901, which provides for the development, establishment and administration of projects to meet the unmet housing needs of low and moderate income citizens of Escambia County; and

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Housing Rehabilitation Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a SHIP Housing Rehabilitation Services loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at _23 Sandalwood Street, Pensacola, FL 32505__ (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to

pay, or cause to be paid, to Contractor an amount not to exceed the total sum of $ 34,355.00 [comprised of $30,000 in SHIP funds and $4355 in Affordable Housing funds] (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. If the Contract Amount is $15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion of the Project. If the Contract Amount exceeds $15,000 then the County shall issue two payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted to:

Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Agreement.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most

current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

Section 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED shall compile a “punch list” of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the performance or completion of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not limited to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the

Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. **Final Completion.** The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections.** The County/NED, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by

organizations acceptable to the County.

If any work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Contract Documents. Contractor shall maintain at the Project site one copy of all documents related to the performance of this Agreement, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County. Said documents shall be maintained in good order and annotated to show all changes made during the course of the Project.

Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Agreement shall be deemed "*defective work*." If required by County, Contractor shall either cure all defective work, whether or not fabricated, installed or completed, or, if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective work, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys

and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Should the County determine, at its sole opinion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

If Contractor fails, within a reasonable time after the written notice from County, to correct defective work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Section 15. <u>Termination.</u>

15.1 Termination for Contractor's Default. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the performance of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then

Contractor's remedies against County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the performance or completion of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall

be to seek an extension of time to its schedule in accordance with the procedures set forth in the Agreement. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

Section 16. **Indemnification.** To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. **Insurance.** The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. **Subcontracts.** The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither Contractor nor Owner shall have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. **Warranty.** Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one (1) calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. **Utilities [CHECK ONE]:**

☒ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☐ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. **Owner's Responsibilities.** The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Pursuant to §489.1425 (1), Florida Statute, regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
2601 Blair Stone Road
Tallahassee, FL 32399-2215
(850) 487-1395

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration and Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents

related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 26. Entire Agreement. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary to perform the work.

Section 28. Compliance with Laws. Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor or Owner without the prior written consent of the County.

Section 30. **Notices.** Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Wiley Reese	Design Homebuilders, Inc
Neighborhood Enterprise Division	23 Sandalwood Street	2340 Bluffs Circle
221 Palafox Place, Suite 200	Pensacola, FL 32505	Pensacola, FL 32503
Pensacola, FL 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 31. **No Discrimination.** The Owner and Contractor shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 32. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. **Governing Law.** This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 35. **Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 36. **Authority**. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

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

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip:, Design Homebuilders 2460 Bluffs Drive Pensacola, FL 32503	**Name, Address, City, State, Zip:** Wiley Reese 23 Sandalwood Street Pensacola, FL 32505
FL and County License No.:	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 9/28/20	**Date of Acceptance:** 11/5/20

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-29-2020

EXHIBIT A

SHIP HOUSING REPAIR
ESCAMBIA COUNTY

OWNER:	Wiley Reese	**JOB #:**	NED S-R-2020-19
ADDRESS:	23 Sandalwood Street	**DATE PREPARED:**	08/28/2020
	Pensacola, Florida 32505	**OPENING DATE:**	09/04/2020
PHONE:	850-221-7215	**CLOSING DATE:**	09/18/2020
		CLOSING TIME:	12:00 noon

I/(we) certify that I/(we) have carefully examined the Housing Repair Specifications and Contractor Requirements related to the above referenced job, as furnished by Escambia County, and I/(we) have also examined the site on which the proposed work is to be performed. On the basis of these examinations, I (we) propose to furnish all materials, tools, machinery and labor necessary to complete the work in a professional, workmanship manner and to complete the work at the prices listed.

_____ CONTRACTOR'S SIGNATURE

_____ TITLE

_____ FIRM

_____ FIRM PHONE NUMBER

BID OPENING DATE: _____

☐ ACCEPTED ☐ REJECTED

_____
BID COMMITTEE REPRESENTATIVE

REQUIRED PERMITS AND INSPECTIONS: Plumbing, Electrical, Mechanical, Roofing and Doors

All measurements are for reference only and should be confirmed by the bidder

<u>Mandatory on Site Pre-Bid Conference</u>: Friday, September 11, 2020 at 8:30 a.m.

ADDENDUM 1: BID DEADLINE EXTENDED TO SEPTEMBER 25 DUE TO HURRICANE SALLY

INSTRUCTIONS TO BIDDERS

Complete and submit COVER SHEET AND ALL NUMBERED PAGES OF SPECIFICATIONS with signature of Contractor, bid price, and itemized pricing. Bid submissions will be accepted online via Vendor Registry or Hand-delivery. Hand-delivery of sealed bids may be accepted by appointment only and must be in a sealed envelope and delivered to Neighborhood Enterprise Division Office, 221 Palafox Place (Ernie Lee Magaha Government Building), Suite 200, Pensacola, FL 32502. NO email or fax submissions will be accepted. All bids must be received by the published deadline.

The bids will be opened by the Bid Committee and bid will be awarded based upon the lowest eligible bidder with the most reasonable combined bid for the work specified. Bids $25,000 or over must be approved by the Board of County Commissioners prior to award of contract. Itemized pricing may be used for negotiation in the event of a change in the scope of work as described within the Specifications.

Labor, overhead, permits, insurance, and profit must be included into each itemized price and not listed as a separate itemized price or listed under “miscellaneous.” Non-compliance will result in rejection of bid.

All repair work performed must be inspected (rough and final) and conform to County Ordinances, State Laws, and Florida Building Code.

The Contractor is responsible for proper reattachment/hook-up of any/all of the following that apply: appliances, existing coaxial cable, telephone and interface, electric, water, and sewage.

HOMEOWNER’S RESPONSIBILITIES AND OBLIGATIONS

The Homeowner is responsible for maintaining existing utilities for the Contractor’s use during the rehabilitation period.

The Homeowner is responsible for the removal of all belongings/furnishings from the designated work areas prior to the start date. The Contractor is not responsible for removal of Homeowner’s trash and/or discarded belongings or furnishings.

PAYMENT SCHEDULE

Payment will be lump sum at project completion for bids $15,000.00 and under. For bids over $15,000.00, contractor will be eligible for a 40% draw once all required permit applications are in place and 50% of the work is completed as determined by the itemized costs for the job.

The Contractor will be eligible for Final Payment after the following conditions have been fulfilled:

Completion of Write-Up
Inspection/Sign-off by Building Inspections and/or Health Department
Acceptance by the Homeowner (Homeowner’s Release & Warranty)
Warranty Paper provided to the Homeowner
Premises free from all construction debris
Submission of RRP Checklist Form & Contractor’s Final Affidavit
Original Invoice from Contractor
Surety’s Consent to Final Payment if applicable

COMPLETION DATE

There is a THIRTY (30) day time limit on each rehabilitation job. For every day worked in excess of the THIRTY day contract period, a FIFTY DOLLAR ($50.00) per day penalty will be assessed.

ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION
HOUSING REPAIR PROGRAMS
CONTRACTOR REQUIREMENTS

If your firm is awarded the bid for housing repair (SHIP or HUD programs), the following items must be current and on file in order to issue a Purchase Order.

*Current W9 (less than one year old).
*County Vendor Information sheet (less than one year old).
*Worker's Compensation as required by State Law **OR** exemption form.
*Commercial General Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.
*Automobile Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.

GL and Auto Liability Certificates must state the following under the Additional Interest:

Escambia County
C/O Neighborhood Enterprise Division
221 Palafox Place
Suite 200
Pensacola, FL 32502-5844

All correspondence should be directed to Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502 for review.

***For jobs valued at $25,000 or higher, 100% Performance and Payment Bonds will be required.** Performance and Payment Bond format will be provided.

Refer to BCC Office of Purchasing Risk Management Guidelines Procedure No: PP-180 (Performance and Payment Bonds) and PP-185 (Risk Management Guidelines) for further details.
[*http://www.myescambia.com/business/purchasing-policies-and-procedures]*

Additionally, Neighborhood Enterprise Division will maintain the following info in the Contractor's file:

*Contractor may not be federally debarred from participating in programs as per www.sam.gov
*State registered or State Certified Contractor License
*Escambia County Competency Board License
*Escambia County Business/Occupational License
*EPA RRP Renovator and Firm Certifications

Firms bidding on Lead Based Paint Abatement jobs must also submit proof of Lead Abatement firm certification.

All information must be current at time of award. IF INFORMATION CANNOT BE PRODUCED IN A TIMELY MANNER, THE COUNTY RESERVES THE RIGHT TO AWARD THE BID TO THE NEXT MOST RESPONSIVE BIDDER.

SHIP Housing Repair Program Specifications
Wiley Reese
23 Sandalwood Street
Pensacola, FL 32505
PAGE 1

GENERAL:
▪ The subject Housing Unit was built prior to 1978 and therefore is a “targeted property” under the EPA’s RRP Rule, as some painted surfaces may be disturbed. Therefore, the implementation of “safe work practices” is required along with submittal by the RRP Contractor of “Renovation Recordkeeping Checklist” form
▪ There is no Federal Funding on this project.

The Homeowner will have the following sample choices, **where applicable:**
Roof color-1 choice

ROOF REPLACEMENT 34x14x2+15x15x2+26x15x1+18x10x1+ low pitch 16x12x1:
Remove existing roof covering to the decking and replace any deteriorated or damaged decking with like, kind and quality of existing materials (figure 256 Square feet.).
Remove chimney to below roof line and repair decking. Confirm that chimney is no longer in use.
Remove turbine vent and repair decking. Remove satellite dish and dispose of.
Fasten and certify decking attachment as per Escambia County Building Code.
Install 30 year shingle roof as per manufacturer’s specifications with secondary water barrier as per Escambia County Building Code.
Install approximately 33 linear foot of new shingle over ridge vent.
Install self-adhering granulated modified bitumen roll roofing as per manufacturer specifications on low slope area.
Replace existing drip edge with new metal drip edge.
Install new slant-back vents.
Replace all boots with new lead or EPDM and metal boots.
Trim trees over hanging roof to clear roof by approximately 10’.
Remove tree trimming debris from premises.
Pressure wash roof of front porch.

EXTERIOR DOORS:
Replace front and rear entry door units with metal clad hurricane rated insulated 6 panel colonial door unit with threshold, weather stripping, peep hole in front door unit and trim.
Install new dead bolt and lock sets that are keyed alike on all new exterior door units.
Paint exterior new door units to match existing as close as possible.

REAR ELEVATION:
Repair/replace rafter tails at low pitch roof above rear entry.
Reset/ replace cornice system of repaired rafters.
Repair siding at rear entry matching existing as close as possible.
Replace rear entry steps with handrails to meet existing Escambia County Building Code.

PLUMBING:
Install a new 40 gallon electric water heater in existing location as per Escambia County Code.

MECHANICAL:
Install new heat pump system with air handler with new duct work, registers and grills.
Cap gas line.
All units installed during rehabilitation must meet state energy efficiency rating guidelines.
Install a new digital thermostat control.
Return air grill is to be removable filter type with filter installed.
Existing air handler space may need to be modified to meet Escambia County Code.
Replace dryer vent.
Repair/replace vent fan in back bath with like, kind and quality.

ELECTRICAL:
Electrical upgrade will include but not limited to the following.
A new meter base/power pack and riser will be required.
Install disconnects at equipment and appliances where required by Escambia County Code.
All smoke/CO2detectors shall be hardwired with battery back-up as required per Escambia County Code.
Replace/install GFI's, restoring power to laundry, kitchen and bathrooms as required by Escambia County Code.
Replace exterior lights at front and rear entries.
Lighting Schedule:
Bedrooms, Hampton Bay model FZP8012A or equivalent.
Entry, Hampton Bay model FZP8012A or equivalent.
Kitchen, Lithonia Lighting model FMFL30840SATLBZ or equivalent.
Dining, Hampton Bay model FZP8012A or equivalent.
Storage/laundry, Lithonia Lighting model 2GTL4 A12 LP840 or equivalent.
Hallways, Hampton Bay model FZP8012A or equivalent.
Bathrooms, Volume Lighting model V1124-79 or equivalent.
Exterior entries, Newport Coastal model 7974-01B or equivalent.
In each light fixture install 60-watt equivalent led light bulbs.
Install a new doorbell with a new button at front door.
Replace outlet in back bedroom.

STORAGE/LAUNDRY:
Detach and reset paneling at exterior door to repair framing as required.
Repair floor joist, rim joist and underlayment at exterior door.

KITCHEN:
Repair floor joist and underlayment at refrigerator.

BACK BATH:
Replace door unit with hardware and lockset.
Paint door unit.

FRONT HALL 8X4:
Install drywall ceiling, finish to paint.
Install ceiling moulding.
Paint ceiling and new moulding.
Replace missing ceiling insulation.

FRONT CORNER BEDROOM 11X14:
Repair area of ceiling tile matching existing as close as possible.

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the ONE (1) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)
_____
_____ (Authorized Signature)
Witness
_____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
_____
Witnesses
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

Exhibit C

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

Original Contract Amount:	
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	
+ Change Order Amount:	
New Contract Amount:	
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	
Original Contract Period:	
Previous Completion Date:	
This Change Order ( ) Increase ( ) Decrease	
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date

_____
Homeowner Signature

_____
Print Name Date

NEIGHBORHOOD ENTERPRISE DIVISION:

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

CONTRACTOR:

_____
Signature

_____
Print Name Date

_____
Firm Name

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

EXHIBIT D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, _____, as owner of the unit located at [**ADDRESS],** certify and accept all work as performed and contracted by, _____ as complete and satisfactory. I hereby authorize final payment to_____ for the work done on this residence**.**

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, _____ as Contractor of record, for the rehabilitation of the above referenced residence, do issue a one (1) year limited labor and material warranty ending_____**.** The warranty covers defects in materials and workmanship, which occur during normal use. I, _____ **(owner)** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that the Contractor is the sole responsible party for the one (1) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is his/her responsibility to contact the Contractor regarding necessary warranty work. Only after documented efforts by the Homeowner will Escambia County become involved with warranty issues/disputes. Failure of the Contractor to respond to legitimate warranty requests will cause Escambia County/NED to sanction said Contractor.

DATE: _____

_____ _____

HOMEOWNER

_____ _____

CONTRACTOR ESCAMBIA COUNTY REPRESENTATIVE

3 originals: Homeowner, Contractor, NED

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18779 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Conveyance of Tangible Property from Escambia County to Escambia Community Clinics, Inc. d/b/a Community Health NW Florida
From: Cassie Boatwright, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of Tangible Personal Property from Escambia County to Escambia Community Clinics, Inc. d/b/a Community Health Northwest Florida - Cassie C. Boatwright, Facilities Management Director

That the Board adopt and authorize the Chairman to sign a Resolution for the Conveyance of Tangible Personal Property as shown on Exhibit A from Escambia County to Escambia Community Clinics, Inc. d/b/a Community Health Northwest Florida.

BACKGROUND:

Escambia Community Clinics, Inc. d/b/a Community Health Northwest Florida, is a non-profit corporation that provides healthcare services to underserved residents of Escambia County and the surrounding area.

Community Health Northwest Florida requests that the County convey the Tangible Property (Dental Equipment) listed on Exhibit A for use in support of its mission.

It has been determined that the Tangible Equipment (Dental Equipment) listed on Exhibit A is not needed for County purposes and that it is in the best interest of the County to convey it to Community Health Northwest Florida.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the Resolution and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for conveyance of Tangible Personal Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

RESOLUTION NUMBER R2020-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF TANGIBLE PERSONAL PROPERTY TO ESCAMBIA COMMUNITY CLINICS, INC. D/B/A COMMUNITY HEALTH NORTHWEST FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of certain tangible personal property (Property), more particularly described in the attached Exhibit A; and

WHEREAS, Escambia Community Clinics, Inc., d/b/a Community Health Northwest Florida is a Florida non-profit corporation that provides healthcare services to underserved residents of Escambia County and the surrounding area; and

WHEREAS, Community Health Northwest Florida has requested that the County donate the Property to it for use in support of its mission; and

WHEREAS, the estimated value of the Property is less than five thousand dollars ($5,000); and

WHEREAS, the Board of County Commissioners has determined that the Property is not needed for County purposes and that it is in the best interest of the County to classify the Property as surplus and convey the Property to Community Health Northwest Florida under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to Community Health Northwest Florida is authorized pursuant to Section 125.38 and Section 274.06, Florida Statutes;

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

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

Section 2. The Property will be conveyed by the County to Community Health Northwest Florida for no consideration and with all other costs associated with conveyance of the Property being borne by Community Health Northwest Florida.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

BY: _____
Deputy Clerk

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Oct. 9 2020

Exhibit A
FLORIDA DEPARTMENT OF HEALTH IN ESCAMBIA COUNTY - DENTAL EQUIPMENT

Tagno	Description	Date Acquired	Cost	Serial No	20 Total Accdep	Book Value
60372	CDR ELITE SIZE 2 SENSOR 6'	11/7/2012	9,445.00	12026222	9,445.00	-
60373	CDR ELITE SIZE 1 SENSOR 6'	11/7/2012	8,175.00	11013061	8,175.00	-
60382	CDR ELITE SIZE 2 SENSOR 6'	10/30/2012	11,082.00	12023882	11,082.00	-
60383	CDR ELITE SIZE 1 SENSOR 6'	10/30/2012	9,812.00	3828338283	9,812.00	-
60384	CDR ELITE SIZE 0 SENSOR 6'	10/30/2012	6,640.00	13005231	6,640.00	-
62757	SENSOR SIZE 2	4/28/2016	8,499.00	15021202	8,499.00	-
62758	SENSOR SIZE 1	4/28/2016	7,500.00	14009771	7,500.00	-
62759	SENSOR SIZE 2	4/28/2016	8,499.00	15021696	8,499.00	-
63759	ELITE SENSOR - SIZE 2	2/21/2018	2,875.00	ES20002436	1,820.84	1,054.16
63760	ELITE SENSOR - SIZE 0	2/21/2018	1,835.00	ES20001476	1,162.16	672.84
63761	ELITE SENSOR - SIZE 0	2/21/2018	1,835.00	ES20001493	1,162.16	672.84
63762	ELITE SENSOR - SIZE 0	2/21/2018	1,835.00	ES20001481	1,162.16	672.84

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18719 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Street Name Approval - "Via Celeste" and "Via Azzurro"
From: HORACE JONES, Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Street Name Approval of “Via Celeste" and “Via Azzurro” - Horace Jones, Development Services Department Director

That the Board take the following action concerning two street names requested by David Tiller, P.E.:

A. Approve the street name “Via Celeste,” for a private road running south off the 7100 block of N. Blue Angel Pkwy, approximately 1000 feet west of Pine Forest Road; and

B. Approve the street name “Via Azzurro,” a private road running west, then south and looping back around, off the 6900 block of Via Celeste, approximately 140 feet south of the 7100 block of N. Blue Angel Pkwy.

One hundred percent of the property owners signed the petition. The streets are in Commission District 1.

[Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 211201, Object Code 55201]

BACKGROUND:

One hundred percent of the property owners signed the petition. The streets are in Commission District 1.

BUDGETARY IMPACT:

Cost of one new street sign is $355, and will be funded by the Public Works Department/Transportation and Traffic Division.

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work to be accomplished by current staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

The streets are being named pursuant to the Escambia County street naming and numbering Ordinance 86-11, adopted under the authority of Florida Statutes Chapter 125 and 336.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Via Celeste_Via Azzurro Vicinity Map

Via Celeste_Via Azzurro Sign Location Map

Via Celeste_Via Azzurro Petition

Via Celeste_Via Azzurro Site Plan

Via Celeste and Via Azzurro



ESCAMBIA COUNTY
G. I. S. DEPARTMENT

9/29/2020 DISTRICT 1

Proposed Road
to be Named

7165 N Blue Angel Pkwy (east)
7111 N Blue Angel Pkwy (west)

Via Celeste and Via Azzurro



ESCAMBIA COUNTY
G. I. S. DEPARTMENT

9/29/2020 DISTRICT 1

Proposed Road
to be Named

7165 N Blue Angel Pkwy (east)
7111 N Blue Angel Pkwy (west)

Escambia County Addressing
3363 West Park Place
Pensacola, Florida 32505
850-595-3458

STREET NAME PETITION

DATE SUBMITTED: 10/1/20

The following Street names have been submitted for approval:

Via Celeste *Via Azzurro*

Streets are located in the area of: *N Blue Angel Pkwy & Longleaf Creek Dr*

DRAW OR SKETCH A DIAGRAM OF THE LOCATION:

See attached map

(If the new street name is approved, your address number will also be subject to change.)
The street names are requested by the petitioners listed below:

PETITIONER	ADDRESS	PHONE NUMBER
David Tillar P.E.	139 E. Government St.	850 281 6960

Use back of form for additional signatures, addresses, and phone numbers.
(DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY ADDRESS TECH.)

Escambia County Public Safety concurs the street names are not duplications of any existing street names.

PREFERRED STREET NAME (S): Via Celeste, Via Azzurro

NUMBER OF RESIDENTS: 1

NUMBER OF RESIDENTS WHO SIGNED PETITION 1

PERCENTAGE OF RESIDENTS WHO SIGNED PETITION 100%

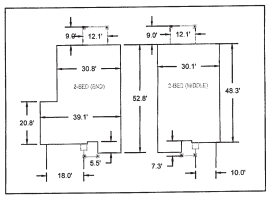
COMMISSION DISTRICT, IN WHICH STREET IS LOCATED 1

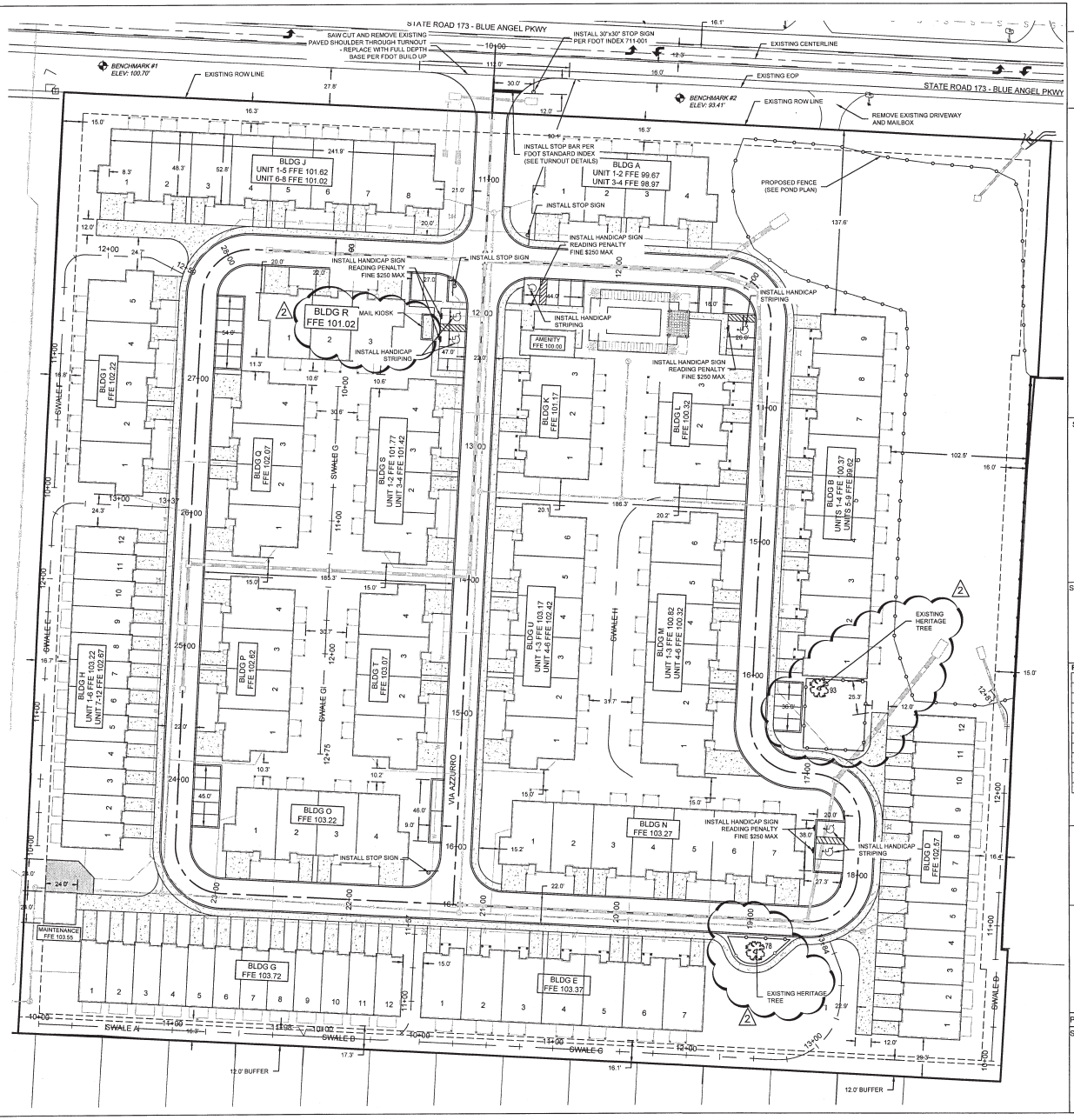
Lynette Smith
Digitally signed by Andrew Hamilton
DN: cn=Andrew Hamilton, o=Public Safety, ou=Comms, email=ahamilton@myescambia.com, c=US
Date: 2020.10.01 12:33:25 -05'00'

ADDRESS TECHNICIAN 9-1-1 COORDINATOR DATE APPROVED

SITE DATA:

CURRENT ZONING - COM	
LOT 1 - 1.89 ACRES	
LOT 2 - 3.25 ACRES	
LOT 3 - 6.71 ACRES	
TOTAL - 11.85 ACRES	
MAX DENSITY - 25 DWELLING UNITS PER ACRE	
PROPOSED DENSITY - 10 DWELLING UNITS PER ACRE	
PROPOSED BUILDING HEIGHT - SEE ARCHITECTURAL PLANS	
PROPOSED BUILDING COVERAGE - 165,570 SF	
REQUIRED NUMBER OF PARKING SPACES - (117 UNITS @ 1.5 SPACES/UNIT)	176
PROPOSED NUMBER OF PARKING SPACES -	176
STRIPED PARKING:	
STANDARD ASPHALT SPACES:	29
HANDICAP SPACES (VAN ACCESSIBLE) :	6
TOTAL	35
GARAGE PARKING:	
GARAGE SPACES:	141
TOTAL PROPOSED SPACES:	35 + 141 = 176





Dewberry
139 E. GOVERNMENT ST.
PENSACOLA, FL 32502
850.760.0330

ARENA VILLAS AT BLUE ANGEL
7000 BLUE ANGEL, LLC
7137 BLUE ANGEL PKWY
PENSACOLA, FL
ESCAMBIA COUNTY

SEAL

DAVID B. TILLER LICENSED PROFESSIONAL ENGINEER FLORIDA

SCALE

0 40 80 Feet

REVISIONS

NO.	DESCRIPTION	DATE
1	REV. BLDG LAYOUT	07/31/2020
2	FINAL COMPARISON	08/17/2020

DRAWN BY	JB
APPROVED BY	DT
CHECKED BY	DT
DATE	DECEMBER 2019

TITLE

OVERALL SITE & GEOMETRICS PLAN

PROJECT NO. 50114695

SHEET NO. C1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18794 **County Administrator's Report 10. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Derelict Vessel Removal Grant Agreement (No. 20158) in the Amount of $10,600 with the Florida Fish and Wildlife Conservation Commission
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Derelict Vessel Removal Grant, in the Amount of $10,600, from the Florida Fish and Wildlife Conservation Commission - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) Agreement No. 20158, relating to the Derelict Vessel Removal Grant for Fiscal Year 2020, which provides up to $10,600 in Grant funding from FWC. There is no County match required under this Grant Agreement.

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

Paragraph 29, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE, (page 17 of 20), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."

Paragraph 31, JURY TRIAL WAIVER, (page 18 of 20), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*."

Vendor/Contractor	Amount	Contract Number	

Florida Fish and Wildlife Conservation Commission There is no County match required under this Grant Agreement Fund 110, Other Grants and Projects Cost Center 220339, Derelict Vessels Grant Fund 110, Other Grants and Projects Cost Center 220807, Vessel Registration Fees	$10,600	FWC 20158

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 220339, Derelict Vessels Grant; Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration Fees. There is no County match required under this Grant Agreement.]

BACKGROUND:

Florida Fish and Wildlife Conservation Commission (FWC) announced a Derelict Vessel Removal Funding Opportunity Grant to fund removal of vessels that have been declared “derelict” by law enforcement officers pursuant to Florida Statutes. Escambia County Department of Natural Resources Management Marine Resources Division (MRD) has identified the 40-ft motor-vessel *Overdraft* that recently sank in Bayou Chico and has requested and received a declaration of “derelict” status by FWC.

MRD has obtained five written price quotes (lowest price $10,600) for removal and transport of the *Overdraft* to Perdido Landfill for disposal. MRD submitted a Grant application to FWC to fund the $10,600 cost of removal and transport of *Overdraft* to Perdido Landfill. Landfill tipping fee will be funded by the County portion of Vessel Registration Fees.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Florida Fish and Wildlife Conservation Commission There is no County match required under this Grant Agreement Fund 110, Other Grants and Projects Cost Center 220339 Derelict Vessels Grant Fund 110, Other Grants and Projects Cost Center 220807, Vessel Registration Fees	$10,600	FWC 20158

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 220339, Derelict Vessels Grant; Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration Fees.]
There is no County match required under this Grant Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Grant Agreement was reviewed by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

No additional impact to personnel related to this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A.

IMPLEMENTATION/COORDINATION:

The Department of Natural Resources Management, Marine Resources Division, will continue coordination with FWC on all activities associated with the Grant Agreement, and derelict vessel removal and disposal.

Attachments

FWC 20158 Overdraft
Quotes for Overdraft
Solicitation and Scope of Work

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 20158

CFDA Title(s): N/A	**CFDA No(s).:** N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	**Federal Award Year(s):** N/A
Federal Award Name(s): N/A	
CSFA Title(s).: Derelict Vessel Removal Grant	**CSFA No(s).:** 77005
State Award No(s).: 20158	**State Award Year(s):** 2019-2020
State Award Name(s): Escambia County Derelict Vessel Removal Project	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission,**" and Escambia County BOCC, FEID # 59-6000598, whose address is 3363 West Park Place, Pensacola, Florida 32505, hereinafter "**Grantee.**"

WHEREAS, the Commission and Grantee have partnered together to remove derelict vessels from the waters of the state; and,

WHEREAS, Grantee has been awarded Bulk Derelict Vessel Removal Grant 20158; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.**

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. **PERFORMANCE.**

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. **AGREEMENT PERIOD.**

A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 01/29/2021. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. **COMPENSATION AND PAYMENTS.**

A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $10,600.00.

B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.

G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. **RETURN OR RECOUPMENT OF FUNDS.**

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."

B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

6. **COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**

A. **Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.

B. **Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

> The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

7. MONITORING.

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

8. TERMINATION.

A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.

B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

9. REMEDIES.

A. **Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time

frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. **Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:
Grant Manager
Phil Horning
Derelict Vessel Program Administrator
Fish and Wildlife Conservation Commission
620 S. Meridian Street, Room 235I
Tallahassee, Florida 32399
(850) 617-9540 Direct
(850) 488-9284 Fax
Phil.Horning@MyFWC.com

FOR THE GRANTEE:
Grant Manager
Mark Nicholas
Environmental Programs Manager
Escambia County BOCC
3363 West Park Place
Pensacola, Florida 32505
(850) 426-1257 Office
Fax N/A
manicholas@Myescambia.com

11. AMENDMENT.

A. **Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. **Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. **Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.

ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property. The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are

circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **$250.00** or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

D. Equipment and Supplies. The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

13. RELATIONSHIP OF THE PARTIES.

A. Independent Grantee. The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

B. Grantee Training and Qualifications. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer. The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to

another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

14. SUBCONTRACTS.

A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due."

C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. **Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. **Convicted Vendors.** Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Vendors on Scrutinized Companies List.**

i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

D. **Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S.. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to

the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

F. Certain Violations of Federal Criminal Law. If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

16. INSURANCE.

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

17. SPONSORSHIP.

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

18. PUBLIC RECORDS.

A. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

B. If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

ii. Keep and maintain public records required by the Commission to perform the service.
iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

20. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

21. RECORD KEEPING REQUIREMENTS.

A. Grantee Responsibilities. The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. State Access to Grantee Books, Documents, Papers, and Records. The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this

Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. **Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: http://www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

23. FEDERAL COMPLIANCE.

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.
iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means

whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also generally prohibited are the import, export, interstate, and foreign commerce of listed species.

24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Equal Employment Opportunity. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

C. Davis-Bacon Act. The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

D. Copeland "Anti-Kickback Act. The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

E. Contract Work Hours and Safety Standards Act. Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **$2,000.00**, and in excess of **$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

F. Rights to Inventions Made Under a Contract or Agreement. 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37

CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. **Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

H. **Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. **Prohibition against Lobbying.**

i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. **Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. **Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

25. CONTRACT-RELATED PROCUREMENT.

A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. **Procurement of Recycled Products or Materials.** Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

26. PROFESSIONAL SERVICES.

A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

> The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or

registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. Termination for Breach. For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. INDEMNIFICATION.

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

28. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

30. NO THIRD PARTY RIGHTS.

The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

31. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Agreement believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

36. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail;

this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

ESCAMBIA COUNTY BOCC

SIGNATURE

Name: Steven Barry

Title: Chairman

Date:

ATTEST:

By:
Pam Childers
Clerk of the Circuit Court

(SEAL)

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-20-2020

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

SIGNATURE

Name:

Title:

Date:

Approved as to form and legality by FWC Attorney:

Brandy C. Elliott

SIGNATURE

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Requirements of the Federal and Florida Single Audit Acts
Exhibit	1	Federal and State Funding Detail
Attachment	C	Cost Reimbursement Contract Payment Requirements
Attachment	D	Derelict Vessel Removal Best Management Practices
Attachment	E	Letter of Return on Investment for the State
Attachment	F	Sample Invoice Form
Attachment	G	Monthly Progress Report
Attachment	H	Certificate of Completion

Attachment A – SCOPE OF WORK

Project Name:	Escambia County Derelict Vessel Removal Project	**FWC Contract No.**	20158

1. PROJECT DESCRIPTION

A. Purpose: The purpose of this project is to remove and dispose of one derelict vessel from the public waters of the state within the jurisdiction of Escambia County, Florida.

B. Project Benefits: The removal and disposal of this derelict vessel will improve boating safety by removing hazards to navigation. This project will also help to restore sensitive marine resources and improve water quality.

2. DELIVERABLE(S) Removal and disposal of 1 derelict vessel from the public waters of the State

A. Tasks: The Grantee shall provide all labor, equipment, and materials to remove the derelict vessels listed below from the public waters of the state within the jurisdiction of Escambia County and properly dispose of the vessels in the designated disposal location:

1) FWNW19OFF017478
Description: White 40’ Blue Water Cabin Cruiser, Reg: MI2905BZ
HIN: BTL04305M79F
Location: 30 24.20982(N) / 087 15.3762(W) /Bayou Chico
Disposal: Landfill

B. Documentation used as evidence of performance: The Grantee shall provide to the Commission a Final Disposition Report. This report shall contain the list of all derelict vessels removed, the disposition of each derelict vessel, and photographs that document the condition of each vessel prior to removal, the removal process for each vessel, and the final disposition of each vessel.

3. FINANCIAL CONSEQUENCES

The Commission may restrict payment of any or all costs for failure to complete the project as described herein within the timeframe allowed, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission officer verifying that the entire vessel for each task has been removed according to the project plan.

Failure of Grantee to have all receipts and evidence of project performance delivered to FWC on or before January 29, 2021, before close of business may jeopardize payment of funds to the Grantee per the agreement.

Project Name:	Escambia County Derelict Vessel Removal Project	**FWC Contract No.**	20158

4. PERFORMANCE

A. Acceptance of Agreement: The Grantee will accept the agreement, and have it signed and returned to the Commission within 30 days of receipt. Failure to have the agreement returned within the specified time will render the agreement null and void. In some cases, the Commission will allow a modified return time with prior notice and approval from the Commission's Contract Manager.

B. Commencement of Work: The Grantee shall commence work on the overall project as soon as notified by the Commission of the agreement execution. Failure by the Grantee to execute the work within 60 days of agreement execution shall result in the agreement being null and void, unless prior approval for a delay is granted by the Commission's Contract Manager.

C. Procurement: The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee has already included in the application the quote provided by the contractor chosen for the task and the Commission will pay to the Grantee 100 percent of the quoted price for each task or 100 percent of the actual cost if less than the quoted price. The Grantee will ensure that the selected contractor has adequate insurance and is qualified to do the work. A copy of the state's Derelict Vessel Removal Best Management Practices, attached as Attachment D, will provide guidance as to whether or not the selected contractor is qualified to do the work.

D. Closeout: Final receipts with required evidence of completion will be received by the Commission's Contract Manager no later than January 29,2021.

5. COMPENSATION AND PAYMENT

A. Compensation: For satisfactory completion of the tasks described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $10,600.00. The Grantee shall be reimbursed only for budgeted expenses that are directly related to the removal and disposal of vessels within the project.

B. Cost Share: The Grantee is not required to provide any cost share of the total cost of the project as indicated in the FWC Derelict Vessel Removal Grant Guidelines. The total compensation by the Commission shall be $10,600.00 or 100% of the total cost for the project, whichever is less.

C. Salvage Value: The Grantee shall be entitled to the salvage value of any grant-designated derelict vessel or any part(s) or accessories thereof, not used in the construction of a

permitted artificial reef site, excluding the hull. All such salvage activities not essential to the physical removal of a derelict vessel shall be accomplished after the vessel has been removed from public waters. The salvage value of each vessel shall be deducted by the Grantee when determining the reimbursement request for the removal and disposal costs for each derelict vessel. Vessel hulls must be destroyed and not salvaged in whole. All salvaged materials from such vessels must be removed from the vessels before being sold for salvage. By law, such salvage values must offset the cost of removal to be allowed.

D. Forms and Documentation: The Grantee shall be reimbursed on a cost reimbursement basis in accordance with 2011 Reference Guide for State Expenditures attached hereto and made a part hereof as Attachment C.

The request for reimbursement shall include an invoice in a format similar to Attachment F, Sample Invoice Form, which shall include the FWC Agreement Number, the Grantee's Federal Employer Identification (FEID) Number, and the dates of service. The invoice shall be accompanied by Attachment H: Certificate of Completion, photographs to document project **removal and destruction** completion, an itemized list of all project expenditures, and copies of invoices and cancelled checks or check numbers to document payment for all project expenditures.

6. MONITORING

A. Compliance Monitoring and Corrective Actions: The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. If the Commission in its sole discretion determines that the Grantee failed to meet any of the terms or conditions of this Agreement, the Grantee will be sent a formal written notice. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice. Failure to achieve 100% compliance with all of the terms and conditions of this Agreement or failure to correct the deficiencies identified in a notice identifying deficiencies within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the terms of the Agreement.

B. Site Inspections: The Commission may inspect the Project site prior to and, if applicable, during the removal of project vessels. The Grantee shall notify the Commission's Contract Manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's Contract Manager, or designee, shall inspect the work accomplished on the project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment. All derelict vessel removal sites will be inspected by a Commission officer to verify the complete removal of the vessel as described in the Agreement.

C. Project Progress Reports: The Grantee shall submit to the Commission, on a monthly basis, project progress reports outlining the progress of the project, and identifying any problems that may have arisen and actions taken to correct such problems. Such reports shall be submitted on the Project Monthly Progress Report Form attached hereto and made a part hereof as

Attachment G. Reports are due to the Commission's Contract Manager by the 15th of the month immediately following the reporting period until the Certificate of Completion is submitted.

D. Best Management Practices: The Grantee shall ensure that the contractor chosen to complete the tasks as indicated in this Scope of Work are both able and instructed to follow state Derelict Vessel Removal Best Management Practices (BMPs), (Attachment D). Failure to follow these BMPs may subject both the contractor and the Grantee to State or Federal fines and penalties if it is shown that these practices were not followed.

E. Certificate of Completion: Upon completion of the Project, the Contract Manager for the Grantee shall sign a Certificate of Completion form, Attachment H, attached hereto and made a part hereof, that certifies the project was completed in accordance with this Scope of Work and the Agreement. For reporting purposes this project will be submitted to the Executive Office of the Governor, a Letter of Return on Investment for the State is attached hereto and made part thereof as Attachment E to this agreement.

7. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 12 of the Agreement.

8. SUBCONTRACTS

No additional requirements. Refer to Section 14 of the Agreement.

9. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

10. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

11. RECORD KEEPING REQUIREMENTS

No additional requirements. Refer to Section 21 of the Agreement.

12. NON-EXPENDABLE PROPERTY

No additional requirements. Refer to Section 12 of the Agreement.

13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

No additional requirements. Refer to Section 12 of the Agreement.

Attachment B
AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Grantee may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Grantee will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Contract, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. If this Agreement includes a Federal award, then the following provisions apply:

A. This part is applicable if the Grantee is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.

B. In the event that the Grantee expends **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Grantee shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Grantee conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.

C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

D. If the Grantee expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after

December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

E. Such audits shall cover the entire Grantee's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.

F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.

G. If the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than Federal entities).

H. A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

PART II: STATE FUNDED. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

A. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of **$500,000.00** in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. If the Grantee expends less than **$500,000.00** in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Grantee expends less than **$500,000.00** in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than State entities).

D. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/.

E. Grantee shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

PART III: REPORT SUBMISSION

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:

1. The Commission at the following address:

   Chief Financial Officer
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Grantee received the audit report); copies of the reporting

package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

1. The Commission at the following address:

   Chief Financial Officer
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2) The Auditor General's Office at the following address:

   Auditor General's Office
   G74 Claude Pepper Building
   111 West Madison Street
   Tallahassee, FL 32399-1450

D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Grantees and sub-Grantees, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/sub-Grantee in correspondence accompanying the reporting package.

- End of Attachment B –

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	**CFDA Title**	**Amount**
	N/A	
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	**Compliance Requirements**
	N/A

STATE RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	**CFDA Title**	**Amount of Matching Funds**
	Total Matching Funds Associated with Federal Programs	N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	**CSFA Title**	**Amount**
77.005	FWC Derelict Vessel Removal Grant Program	$10,600.00
	Total State Awards	$10,600.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	**Compliance Requirements**
77.005	Must adhere to FWC Derelict Vessel Removal Grant Program Guidelines (November 2019)

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

- End of EXHIBIT 1 -

COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

Attachment D
Contract FWC-20158

Best Management Practices for DV removal

Derelict Vessel Removal Process

Derelict vessels are existing impacts to the environment as well as boating safety hazards, impediments to navigation, and esthetic nuisances. Typically these vessels are found grounded on the edges of active waterways where they may have physical impacts on benthic and shoreline communities. However, the impact of these vessels is not limited to their immediate location. If left unattended, the influences of winds and tides continue to push the boats causing greater impact as they become more deeply mired into the environment. Early extraction of these vessels will avoid and minimize the environmental impacts. In addition to these physical impacts resulting from the movement of these vessel through the environment; there is the long term effect caused by their continued degradation and decay in the marine environment. These vessels may be constructed of various materials, such as wood, steel, aluminum, or fiberglass; each having varying degrees of resilience and can remain in the marine environment for extended periods of time. With the progression of time; the environmental impacts increase with the shading from the hull and displacement of live bottom and emergent vegetative communities resulting from the expansion of the debris field as the vessels disintegrates. The impacts resulting from the removal of these vessels during any stage is less than the impacts caused by the long-term presence of the vessel in the marine environment. Therefore, the early detection and removal of these abandoned and derelict vessels is the best means of minimizing the individual or cumulative impacts to the environment.

Derelict Vessel Removal (FDEP) Permit Exemption

An Exemption under Florida Administrative Code Chapter 62-330-051(5)(g) by Florida Department of Environmental Protection, has been established for the removal of derelict vessels. Based on the presumption that the extraction of these vessels from the marine environment will cause only minimal environmental impacts and in turn avoid the long-term impacts resulting from the degradation of the vessel at it current location. The environmental impacts are ameliorated by the application of the best management practices referenced below.

Florida Administrative Code Chapter 62-330-051(5)(g)

(g) The removal of derelict vessels, as defined in Section 823.11(1), F.S., by federal, state, and local agencies, provided:
1. The derelict vessel case has been completed as specified in Section 705.103, F.S., and has been entered into the Statewide Derelict Vessel Database maintained by the Florida Fish and Wildlife Conservation Commission;

2. All work is done in a manner that, to the greatest practicable extent, avoids additional dredging or filling, grounding or dragging of vessels, and damage to submerged resources such as seagrass beds, oyster beds, coral communities, mangroves, other wetlands, and live bottom; and
3. An absorbent blanket or boom shall be immediately deployed on the surface of the water around the derelict vessel if fuel, oil, or other free-floating pollutants are observed during the work.

General Derelict Vessel Removal and Environmental Protection Best Management Practices

The following best management practices (BMP's) will be employed by the marine contractor during the removal of derelict vessels. These BMP's will be incorporated into the contact for each vessel removal project. The marine contractor selected for the project will be required to show proof of their ability to meeting the BMP requirements with their contingency of equipment, staff and expertise in the removal of derelict vessels.

Compliance with these BMP's will be monitored by the County and by local Florida Fish and Wildlife Conservation Commission law enforcement officers. These BMP's are as follows:

a. All Work Is To Meet The Following Requirements:

1. Operations are to be limited to daylight hours.
2. Operations are to be staged from an upland area.
3. All work is to be performed in a manner that avoids and/or minimizes impacts to live bottom and other resource areas (e.g., seagrass beds, oyster beds, wetlands, mangroves, and other sensitive habitats) while approaching, working in, and leaving the derelict vessel site.
4. All work shall avoid impacts to manatees, sea turtles, and other species listed by the state and federal government as threatened or protected.
5. The Contractor will remove all contaminants and pollutants including fuels, batteries, paints, solvents, and engine from the derelict vessel prior to extraction. Any contaminant or pollutant found to be contained within a derelict vessel shall be removed by the Contractor, placed in an approved container, and disposed of properly. The placement of an absorbent blanket on the surface of the water around the derelict vessel within the turbidity barrier is required where free floating product (gas/oil) is observed.
6. The Contractor is to provide appropriate best management practices (BMPs) approved by the Florida Department of Environmental Protection for erosion control and turbidity protection while each derelict vessel is being removed. In areas of low to moderate currents, a Type II floating turbidity barrier will be

installed within a ten (10) foot radius of the vessel being removed prior to starting any removal activities. The turbidity barrier shall be anchored to the bottom of the waterway.

7. The Contractor is to provide appropriate BMPs for erosion control and turbidity prevention around the vessels/barges being used to remove the derelict vessel and around the perimeter of any upland staging site (where necessary).
8. The Contractor is to monitor turbidity levels throughout removal work.
9. In an effort to reduce turbidity, a crane, winch and/or approved alternate method is to be used to raise the derelict vessel from the water.
10. The Contractor will assess turbidity levels and allow them to return to an acceptable level similar to pre-project condition prior to removal of turbidity measures.
11. The dragging of vessels is to be avoided both on and off-shore. All vessels/barges used in vessel removal shall continually monitor water depths to avoid running aground.
12. The Contractor will load derelict vessels onto a barge and/or flat bed truck (or similar) for proper disposal.
13. The Contractor is to photo-document all removals as described in Item 6 below with pictures taken before, during and after removal. The Contractor will provide a daily written report of all removal activities.

b. For Derelict Vessels That Are Floating or Lightly Aground:

    1. The vessel is to be pumped out as needed and extracted (floated out) during high water.
    2. Following extraction, the vessel is to be towed from the grounded location to a boat ramp or other removal point while avoiding and/or minimizing impacts to live bottom areas.

c. For Derelict Vessels That Are Hard Aground:

    1. The vessel is to be approached using shallow draft vessels.
    2. The vessel is to be extracted using a crane from a shallow draft deck barge, by hand using the best available tools, or similar approach to minimize impacts to the site and surrounding areas.

d. For Derelict Vessels Sunken in Shallow Water:

    1. Install and inflate flotation bags as needed.
    2. Lift the vessel with barge mounted crane or similar equipment.

Florida Fish and Wildlife Conservation Commission

Commissioners
Robert A. Spottswood
Chairman
Key West

Michael W. Sole
Vice Chairman
Tequesta

Rodney Barreto
Coral Gables

Steven Hudson
Fort Lauderdale

Gary Lester
Oxford

Gary Nicklaus
Jupiter

Sonya Rood
St. Augustine

Office of the Executive Director
Eric Sutton
Executive Director

Thomas H. Eason, Ph.D.
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

Division of Law Enforcement
Colonel Curtis Brown
Director

(850) 488-6251
(850) 487-0463 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: 850-488-4676

Hearing/speech-impaired:
800-955-8771 (T)
800 955-8770 (V)

MyFWC.com

To: FWC Contract 20158, Escambia County
From: Phil Horning, Contract Manager
RE: Return on Investment Reporting

This Memorandum is to document the Return of Investment reporting language as mandated and approved by Florida's Executive Office of the Governor, Office of Policy and Budget, in to FWC Contract 20158.

Return of Investment reporting:

The ultimate objective is for the vessel(s) to be removed from the water at the earliest possible time to prevent additional removal costs and potential damage by interfering with navigation or the environment. Removing vessels at the earliest possible time reduces the cost of removing vessels at a later time when they frequently sink or break apart thereby increasing removal costs. By eliminating these hazards from navigation, there is a reduced chance of injury or death associated with a collision between a boater and a derelict vessel thereby reducing risk to the boater, county and state.

Removing a greater number of derelict vessels reduces the number of environmental incidents of pollution caused by spilled fuels and oils and the leaching of caustic chemicals into the waters of the state. A reduction of derelict vessel damage to sea grasses, corals, and other benthic resources also increases value to our states natural resources and reduces restoration costs. Derelict vessels can also be a blight on working waterfronts, resort and residential areas. This blight can negatively affect the economy of these areas including use, sales and tourism.

Analysis at the program's conclusion will list the number of derelict vessels and/or total linear feet removed for both individual counties and the statewide total. The average cost for vessels removed and the average cost per linear foot will also be included. The report will measure the percentage of derelict vessels removed for both counties and the entire state based on the pre-program totals as listed in the Statewide Derelict Vessel Database.

INVOICE

Attachment F

Billed to:

Fish and Wildlife Conservation Commission
FWC Derelict Vessel Removal Grant Program
620 South Meridian Street
Tallahassee, Florida 32399-1600

Remit payment to:

Grantee: Escambia County BOCC
FEID #: 59-6000598
Address: 3363 West Park Place
Pensacola, Florida 32505

Invoice No. 20158

Invoice Date:
FWC Contract #: FWC-20158
Amount of Grant Award: $10,600.00

Billing Period/Dates of Service:

From: _____
(Date Contactor Began Work)

To : _____
(Date Contractor Completed Work)

PROJECT COSTS:

In-kind Services – Non-cash expenses:	**Amount**
In-kind service: Administration	$ N/A
In-kind service: Project Management	$ N/A
In-kind service: Other	$ N/A
Deliverables/Services Provided (Scope of Work) – Cash expenditures:	**Amount**
Vessel 1 FWNW19OFF017478 White 40' Blue Water Cabin Cruiser, Reg: MI2905BZ	$ 10,600.00

Total Project Cost: $10,600.00

Grantee Share (0%): – $ N/A

Amount for Reimbursement: $10,600.00

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement, and that the matching funds, in-kind or cash, were utilized toward the project in this Agreement.

Signed: _____ Date: _____
Project Manager

FLORIDA DERELICT VESSEL REMOVAL GRANT PROGRAM
PROJECT PROGRESS REPORT

Mail to FWC at 620 South Meridian Street, Tallahassee, FL 32399-1600 or fax to (850) 488-9284.

FWC Contract # 20158 **Reporting Period (Month/Year):** _____
(Due 15 days after the end of each month)

Grantee: Escambia County BOCC

Project Title: Escambia County Derelict Vessel Removal Project

1. **Describe progress of project, including percent completed for each task in the Scope of Work:**

2. **Is project currently on schedule for completion by Phase I due date? YES ☐ NO ☐**
   Anticipated Phase I completion date: _____
   (If project is not on schedule, please explain any problems encountered and/or possible delays)

3. **Reporting requirements: (Check all that have been submitted to date)**

   ☐ **Bid package**
   ☐ **Bid tabulation**
   ☐ **Progress photographs**
   ☐ **Final photographs**
   ☐ **Draft acknowledgement**

_____ _____
Project Manager **Date**

_____ _____
Print Name **Phone**

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Derelict Vessel Removal Grant Program

CERTIFICATION OF COMPLETION STATEMENT

I, Mark Nicholas,

Representing Escambia County BOCC, do hereby certify that the FWC Derelict Vessel Removal Grant Program project funded by FWC Contract No.20158, has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

_____ _____

(Signature) (Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATE BY COMMISSION

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: _____

By: _____ Date:_____

Name: _____

Title: _____

Overdraft

Vendor	Quote
Tow Boat US	$ 10,600.00
Coastal Reef Builders	$ 11,400.00
Gulf Marine Constr	$ 12,367.00
Hondo Enterprises	$ 16,000.00
MD Construction	$ 22,500.00

Escambia County Marine Resources Division

Detailed Project Proposal and Scope of Work

Date: August 24, 2020

Escambia County Marine Resources Division (MRD) is submitting an application to the Florida Fish and Wildlife Conservation Commission's (FWC) Derelict Vessel Removal Grant Opportunity Announcement. As required in the application, Escambia County must provide individual price quotes for each proposed Derelict Vessel. This Price Quote seeks the total price for floating and removal to the Perdido Landfill of the following vessel:

Vessel Name: *OVERDRAFT*, (MI 2905 BZ)

Length: 40 ft.

Color: White

Make: Blue Water

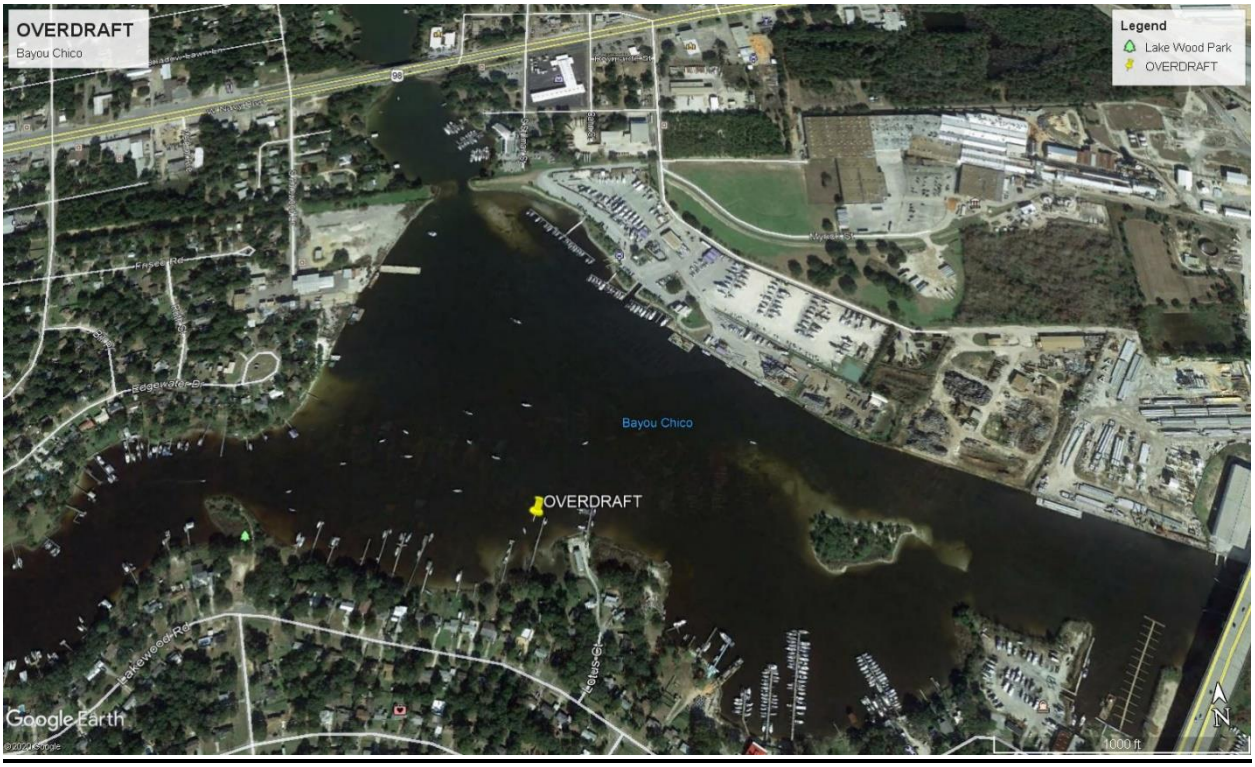
Location: Bayou Chico, N 30deg 24.20982min W 087deg 15.3762min

Notes: Incident Summary Number FWNW-19-OFF-017478, HIN BTL04305M79F


04/14/2020 13:16


04/14/2020 13:14




OVERDRAFT
Bayou Chico
Legend
Lake Wood Park
OVERDRAFT
Bayou Chico
OVERDRAFT
Google Earth
1000 ft
N

Escambia County Responsibilities

1. Provide Contractor with written documentation of vessel and "Derelict Vessel" status and authorization for removal.
2. Ensure contractor's insurance coverage meets Escambia County requirements. (see below)
3. Oversight of the removal project. To the extent possible, the Marine Resources Division will have someone available to be on scene during the removal operation.
4. MRD will coordinate in advance with the contractor and landfill to ensure the disposal of the vessel proceeds in a timely manner when delivered. The "tipping fees" for the vessel will be covered by Escambia County. Escambia County's Perdido Landfill is the preferred disposal site.

Contractor Responsibilities

The following best management practices (BMP's) will be employed by the marine contractor during the removal of derelict vessels. The marine contractor selected for the project will be required to show proof of their ability to meeting the BMP requirements with their contingency of equipment, staff and expertise in the removal of derelict vessels.

Contractor must comply with the following Florida Fish and Wildlife Conservation Commission (FWC) BMP's. Escambia County and FWC law enforcement officers may monitor for compliance.

1. Obey all local, state, regional and federal laws and regulations.
2. Locate and remove derelict vessel from waterway, including vessel components that may separate from vessel during removal. No dredging is allowed unless contractor obtains authorization from state and federal agencies.
3. Determine and obtain permission, if necessary, the location required to remove the vessel from the waterway (marina, dock, boat yard).
4. Operations are to be limited to daylight hours.
5. Operations are to be staged from an upland area.
6. The vessel is to be pumped out (seawater) as needed and extracted (floated out) during high water.

7. All work is to be performed in a manner that avoids and/or minimizes impacts to live bottom and other resource areas (e.g., seagrass beds, oyster beds, wetlands, and other sensitive habitats) while approaching, working in, and leaving the derelict vessel site.
8. All work shall avoid impacts to manatees, sea turtles, and other species listed by the state and federal government as threatened or protected.
9. The Contractor will remove all contaminants and pollutants including fuels, batteries, paints, solvents, engine oil, transmission oil, lower unit oil from the derelict vessel prior to extraction, or immediately after raising of the vessel. Any contaminant or pollutant found to be contained within a derelict vessel shall be removed by the Contractor, placed in an approved container, and disposed of properly. The placement of an absorbent blanket on the surface of the water around the derelict vessel within the turbidity barrier is required where free floating product (gas/oil) is observed.
10. The Contractor is to provide appropriate BMP's approved by the Florida Department of Environmental Protection for erosion control and turbidity protection while each derelict vessel is being removed. In areas of low to moderate currents, a Type II floating turbidity barrier will be installed within a ten (10) foot radius of the vessel being removed prior to starting any removal activities. The turbidity barrier shall be anchored to the bottom of the waterway.
11. The Contractor is to monitor turbidity levels throughout removal work.
12. In an effort to reduce turbidity, a crane, winch and/or approved alternate method is to be used to raise the derelict vessel from the water.
13. The Contractor will assess turbidity levels and allow them to return to an acceptable level similar to pre-project condition prior to removal of turbidity measures.
14. The dragging of vessels is to be avoided both on and offshore. All vessels/barges used in vessel removal shall continually monitor water depths to avoid running aground.
15. The Contractor will load derelict vessels onto a barge and/or flatbed truck (or similar) for proper disposal.
16. The Contractor is to photo-document all removal activities with photographs taken before, during and after removal. The Contractor will provide a daily written report of all removal activities to the County with photographs.
17. Contractor will transport vessel to pre-authorized landfill. Escambia County will pay the landfill "tipping fee" costs; contractor will obtain pre-authorization from Escambia County Marine Resources Division regarding landfill selection and disposal.
18. No items may be salvaged from the vessel during the removal/disposal process.

Insurance Requirements

See attached document: DV_StdInsAttchmt_20200819 for Escambia County Standard Insurance Requirements and Certificates.

At the time of submittal, please include a letter from your insurance company stating that your company has the required insurance levels. A COI will later be required in order for your company to proceed if selected.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Project expected to be completed within _15__ calendar days of issuance of Notice to Proceed.

Total Price of Vessel : $_____

Approved Disposal Location: _____

Company Name: _____

Mailing Address: _____

Printed Name and Signature: _____

Please respond via Vendor Registry by 4:30 PM on Wednesday, September 2, 2020. Vendor Registry questions should be directed to Susan Holt (srholt@myescambia.com; 850-595-4579). Derelict vessel questions should be directed to Mark Nicholas (manicholas@myescambia.com; Cell ph. 850 426-1257) or Robert Turpin (rkturpin@myescambia.com; Cell ph. 850-554-5869).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18597 **County Administrator's Report 10. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Surplus and Sale of Two County-Owned Parcels of Real Property Located Along Innerarity Circle
From: Cassie Boatwright, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Two County-Owned Parcels of Real Property Located Along Innerarity Circle - Cassie Boatwright, Director, Facilities Management

That the Board take the following action concerning the surplus and sale of two County-Owned Parcels of Real Property Located Along Innerarity Circle:

A. Declare surplus two County-owned parcels of real property located along Innerarity Circle, located in District 2; specifically, Lot 3, Blk G, The Cove, 5600 Blk Innerarity Circle (Ref#: 15-3S-32-1102-003-007), and Lot 3, Blk H, The Cove, 5600 Blk Innerarity Circle (Ref #: 15-3S-32-1102-003-008);

B. Add a stipulation that both parcels must be sold together, as one (Property), and that the Property is conveyed subject to the restriction that Grantee use the Property solely for right-of-way purposes and construction of a cul-de-sac or other road structures that facilitate egress from Innerarity Circle; this restriction will run with the land and be binding on Grantee's heirs, executors, administrators, successors, and assigns, and may be enforced by Grantor or any owner of a lot in the Cove subdivision, Plat Book 9, Page 97 of the public records of Escambia County, Florida;

C. Authorize the sale of the Property to the bidder with the highest offer received at or above the minimum bid, which will be set at the combined total of the Property Appraiser's assessed values;

D. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents necessary to complete the sale of the Property, without further action of

the Board; and

E. Upon a determination of Default, allow the County Administrator to authorize retention of any bid deposit that may be paid, and allow the parcels to be put back out for sale, without further Board action.

BACKGROUND:

The County inherited 119 parcels of real property on Innerarity Island on January 31, 2017, as part of a Settlement Agreement with Innerarity Island Development Corporation (IIDC). Two County-owned parcels of real property located along Innerarity Circle; specifically, Lot 3, Blk G, The Cove, 5600 Blk Innerarity Circle (Ref#: 15-3S-32-1102-003-007), and Lot 3, Blk H, The Cove, 5600 Blk Innerarity Circle (Ref #: 15-3S-32-1102-003-008), were received as part of that Settlement Agreement.

The residents along Innerarity Circle contacted staff regarding safety issues for first responder and delivery vehicles to be able to maneuver once the vehicle reaches the end of the paved portion of the street. The parcels at the end of the street were identified as wetlands when the County received them in the IIDC settlement. However, staff has verified that the subject parcels are not wetlands and can be paved for the purpose of a vehicle turnaround. The community is a private, gated community where the HOA maintains the roads instead of the County.

Surplusing the properties with the following deed restrictions:
(1) That both parcels must be sold together as one (Property); and
(2) That the Property is conveyed subject to the restriction that Grantee use the Property solely for right-of-way purposes and construction of a cul-de-sac or other road structures that facilitate egress from Innerarity Circle; this restriction will run with the land and be binding on Grantee's heirs, executors, administrators, successors, and assigns, and may be enforced by Grantor or any owner of a lot in the Cove subdivision, Plat Book 9, Page 97 of the public records of Escambia County, Florida; and
(3) May allow the appropriate parties to purchase the land and pave the parcels to allow large vehicle turnaround at the end of the street, if the community so desires.

BUDGETARY IMPACT:

Sale of these properties will provide revenue to offset the cost of the Municipal Services Benefit Unit (MSBU) for sewer improvements or other costs related to this project.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Property Appraiser Detail Pages

Road Turn Around Information

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	153S321102003007
Account:	104332356
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	5600 BLK INNERARITY CIR 32507
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2020	$4,000	$0	$4,000	$4,000
2019	$4,000	$0	$4,000	$4,000
2018	$4,000	$0	$4,000	$4,000

Disclaimer

Market Value Breakdown Letter

Tax Estimator

File for New Homestead Exemption Online

Report Storm Damage

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/31/2017	7660	625	$585,000	WD	View Instr

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

2020 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LOT 3 BLK G OR 823 P 80 THE COVE PB 9 P 97 OR 7660 P 625

Extra Features

None

Parcel Information

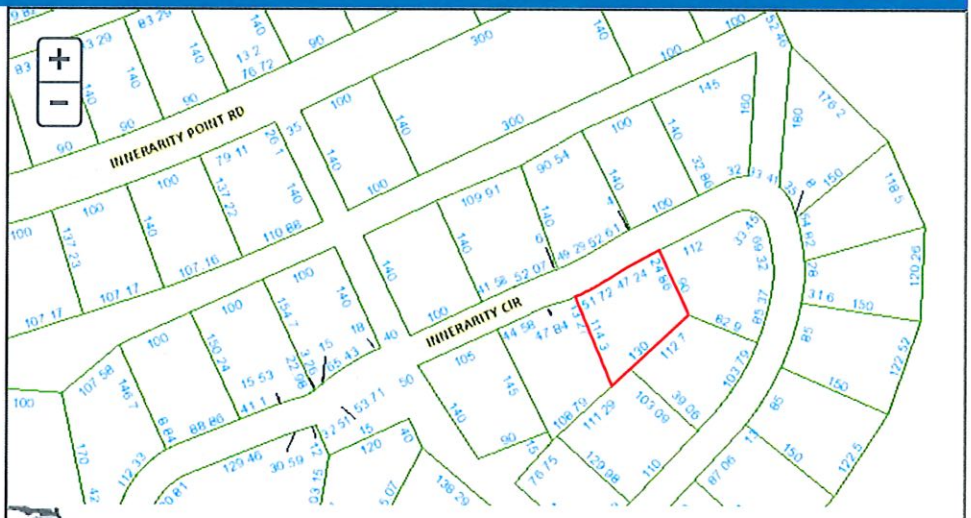
Launch Interactive Map

Section Map Id:
15-3S-32-4

Approx. Acreage:
0.2981

Zoned:
LDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	153S321102003008
Account:	104332370
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	5600 BLK INNERARITY CIR 32507
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2020	$4,000	$0	$4,000	$4,000
2019	$4,000	$0	$4,000	$4,000
2018	$4,000	$0	$4,000	$4,000

Disclaimer

Market Value Breakdown Letter

Tax Estimator

File for New Homestead Exemption Online

Report Storm Damage

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/31/2017	7660	625	$585,000	WD	View Instr

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

2020 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LOT 3 BLK H OR 823 P 80 THE COVE PB 9 P 97 OR 7660 P 625

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id: 15-3S-32-4

Approx. Acreage: 0.3113

Zoned: LDR

Evacuation & Flood Information Open Report



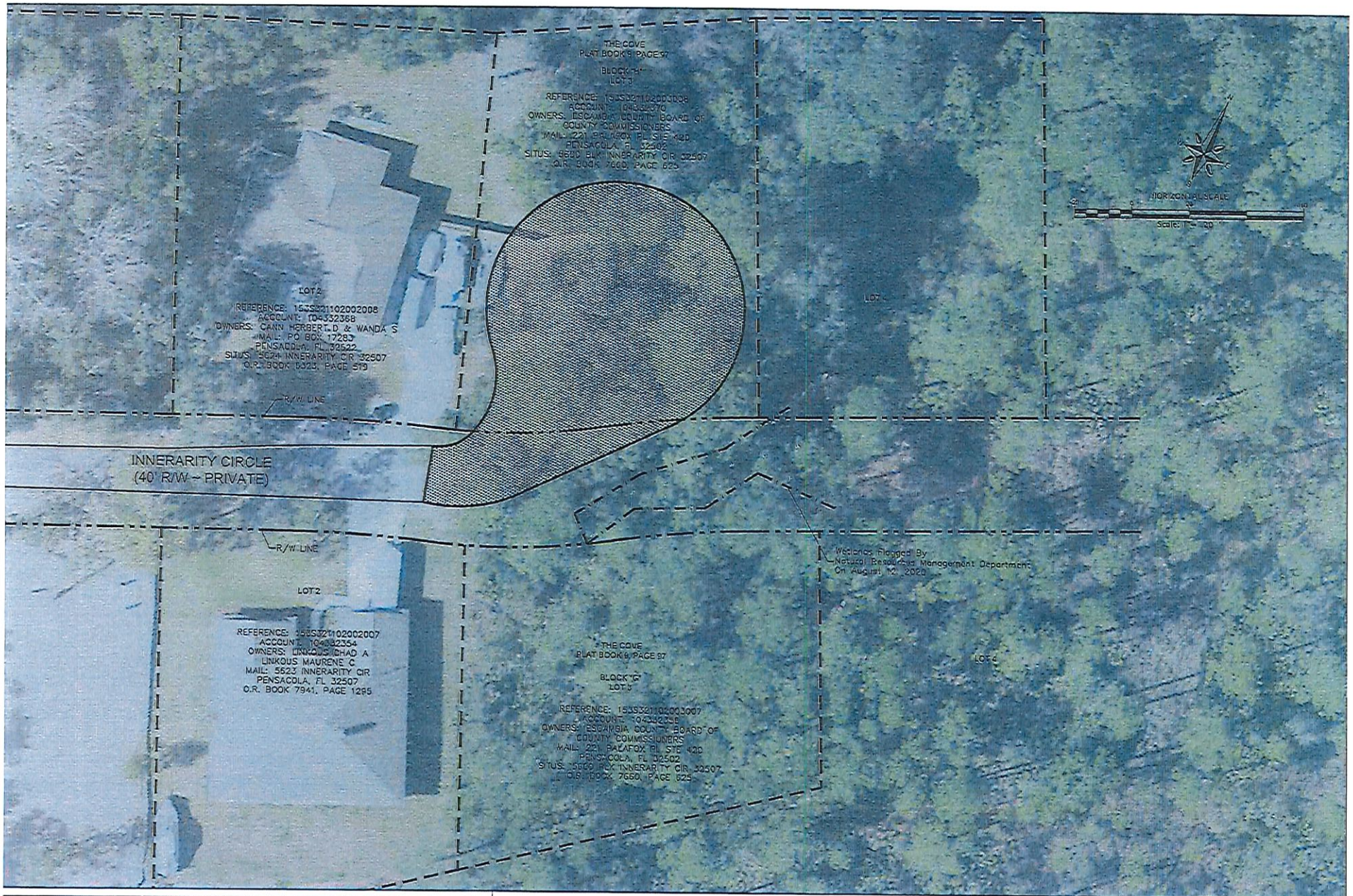
View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



DRAWING NUMBER: L-6150

SHEET 1

OF 1 SHEET/S

MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT

DRAWING FILE LOCATION: L:\Drafting\INNERARITY CIRCLE\20200113.dwg

TYPE OF SURVEY: EXHIBIT PROJECT NO. 20200113 DISTRICT TWO

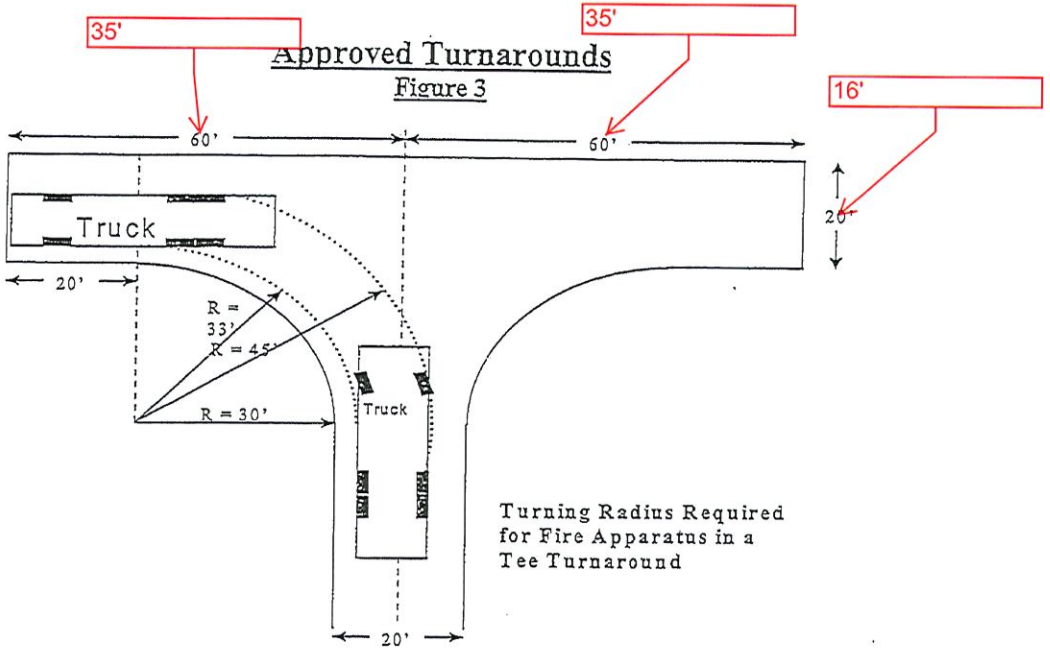
INNERARITY CIRCLE
(Road Turn Around)

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

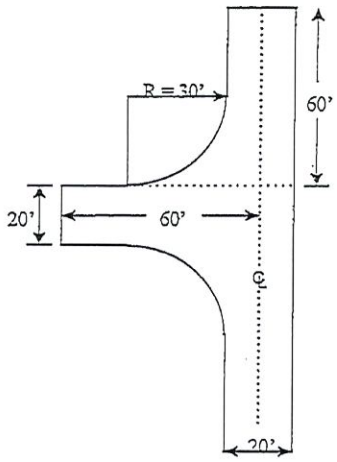
DRAWN BY:	FIELD DATE:	SECTION-TOWNSHIP-RANGE	APPROVED BY:	DATE:
M. KIRKLAND	August 12, 2020	15-3S-32W		
DESIGNED BY:	DRAWING DATE:	FIELD BOOK / PAGE	REGISTERED FL ENGINEER NO.	PROFESSIONAL SURVEYOR AND MAPPER NO.
CHECKED BY:	August 14, 2020	533 / 36, 37		

Approved Turnarounds

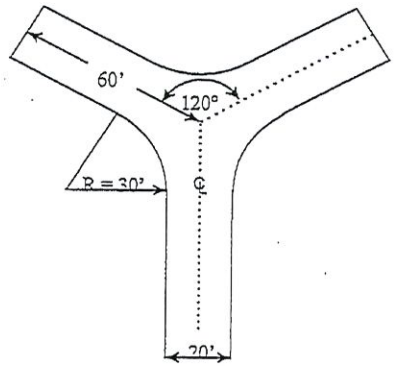
Figure 3

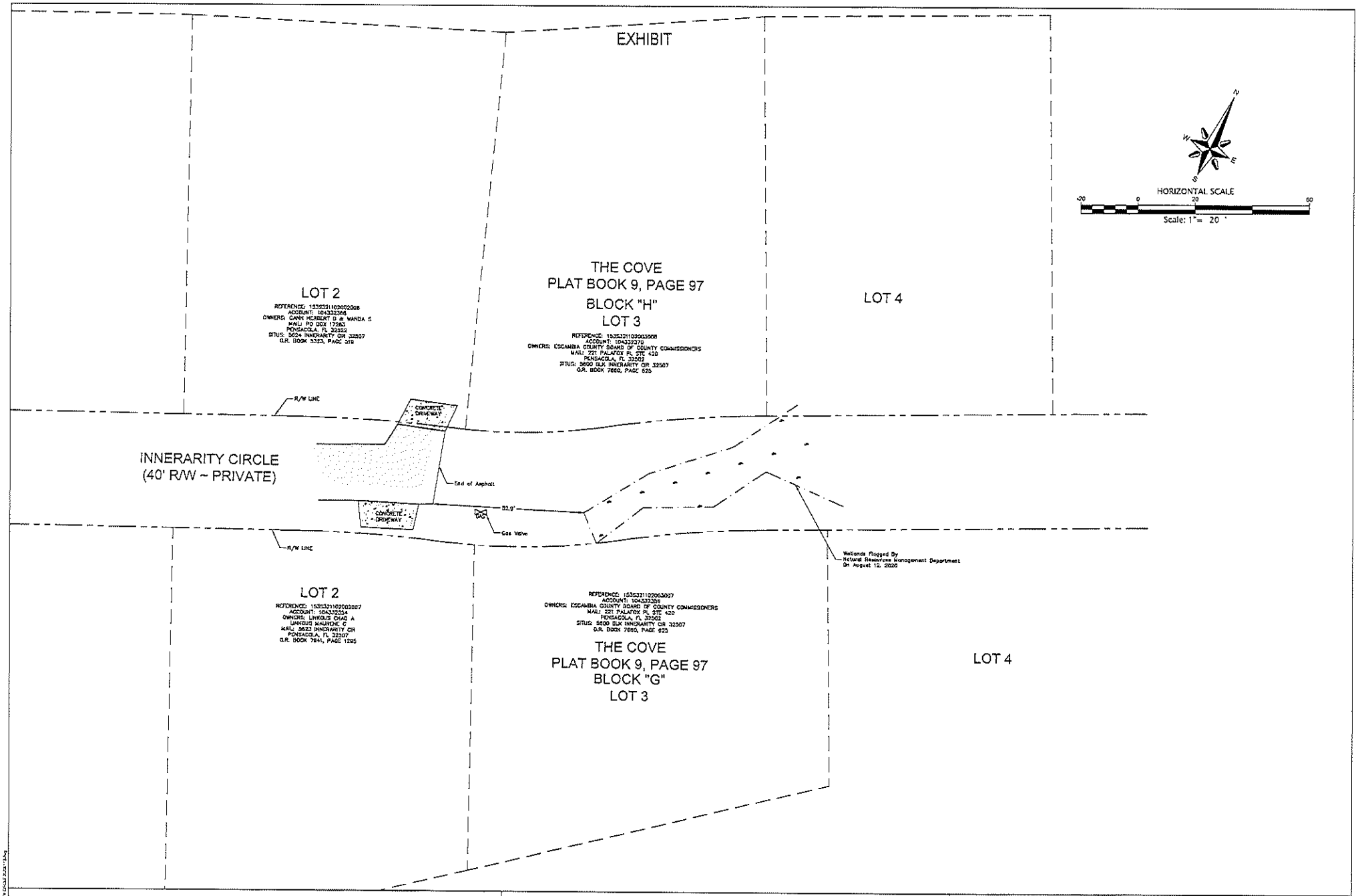


The 20 ft access width is a minimum for use only with an *exclusive* fire department emergency access way. For roadways or public streets, these access widths must be increased. The end length of 60 ft may remain the same, however. Variations of this hammerhead are shown below:



These are approved alternatives to and variations from a standard Hammerhead Tee. Any angle from 90° to 180° is acceptable provided the specified lengths and radii are maintained.





DRAWING NUMBER: L-6150

SHEET 1 OF 1 SHEET/S

MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD FOOT

DRAWING FILE LOCATION: L:\Drafting\INNERARITY CIRCLE\20200113.dwg

TYPE OF SURVEY: EXHIBIT PROJECT NO. 20200113 DISTRICT TWO

INNERARITY CIRCLE
(Road Turn Around)

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

DRAWN BY:	FIELD DATE:	SECTION-TOWNSHIP-RANGE	APPROVED BY:	DATE:
M. KIRKLAND	August 12, 2020	15-3S-32W		
DESIGNED BY:	DRAWING DATE:	FIELD BOOK / PAGE	REGISTERED FL ENGINEER NO.	PROFESSIONAL SURVEYOR AND MAPPER NO.
CHECKED BY: J. BARRETT	August 14, 2020	533 / 36, 37		6260

Tara D. Cannon

From: Joseph E. Quinn
Sent: Wednesday, August 19, 2020 7:42 AM
To: Robert M. McCracken
Cc: Joy Jones
Subject: RE: Fire Truck Driving Surface Clarification

Am all weather driving surface made of gravel, crushed stone or asphalt millings that can withstand 40 tons is correct.

Sent from Mail for Windows 10

From: Robert M. McCracken
Sent: Tuesday, August 18, 2020 4:38 PM
To: Joseph E. Quinn
Cc: Joy Jones
Subject: Fire Truck Driving Surface Clarification

Good Afternoon Mr. Quinn,
Thank you very much for taking the time to speak with me last week regarding the driving surface required for a fire truck. Will you please confirm that an all-weather surface, i.e. gravel (#57 stone), asphalt millings, or crushed aggregate would be sufficient? Once I receive your confirmation, I will include those options with the rest of information (maps of wetland boundaries and property boundaries) to the residents of Innerarity Circle. This will assist them with the installation of the truck turn-around they wish to have built. I appreciate the help.

Respectfully,
Rob McCracken, PE, CPESC
Construction Management Division Manager
Escambia County Engineering
O: 850-595-1625
C: 850-516-2855

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18806 **County Administrator's Report 10. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Authorization for Cumulative Expenditures Over $25,000 in FY2020-2021 for Demolition or Lot Clearing Services
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Authorization for Cumulative Expenditures Over $25,000 in Fiscal Year 2020-2021, for the Department of Natural Resources, for Demolition or Lot Clearing Services - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board authorize cumulative total expenditures over $25,000, in Fiscal Year 2020-2021, to contractors performing demolition or lot clearing services for the Department of Natural Resources, Environmental Enforcement Division, for individual projects of less than $50,000, based on competitive quotes. The request is being made in advance of the cumulative total of expenditures exceeding $25,000 this Fiscal Year for the following vendors:

	Vendor Name	Vendor No.	Approval Amount
1.	Alfred Morris LLC, dba Morris & Morris Landscaping	426848	$40,000
2.	Andala Enterprises, Inc.	422299	$80,000
3.	Beach Bum Renovations & More, LLC	426916	$40,000
4.	Bellview Site Contractors, Inc.	022702	$50,000
5.	BR Bonner's Hauling, Inc.	020229	$150,000
6.	Castellani Hauling, Inc.	031326	$50,000
7.	Common Area Solutions, Inc.	034266	$40,000
8.	Demolition Pros, LLC	013673	$150,000
9.	Emerald Coast Demolition, LLC	426548	$50,000
10.	HHH Construction of NWF, Inc.	080060	$50,000
11.	Larry Gates Construction	423827	$150,000

12.	Meadows Maintenance, LLC	423915	$100,000
13.	Site and Utility, LLC	420683	$40,000
14.	Southern Girl Botanicals, LLC	194119	$60,000
15.	Carl J Sulaiman, dba Sula Energy Enterprises	426653	$40,000
16.	Welt Demolition, LLC	426655	$40,000
17.	William T Collins, dba Collins Family Land Services	426847	$40,000

[Funding Source: Fund 103, Environmental Code Enforcement Fund, Cost Center 220110, Object Code 53401]

BACKGROUND:

Environmental Enforcement (Code) requests quotes from a pool of qualified contractors for the performance of demolition and lot clearing work throughout the year, as needed. The estimated cost of each individual project is below the mandatory formal bid amount of $50,000. The work is awarded based on the lowest quoted cost. The Demolition and Lot Clearing Contractors are qualified through a formal qualification process administered and maintained by the Office of Purchasing. Based on projected activity in Fiscal Year 2020-2021, it is anticipated the cumulative value of Purchase Orders issued to some of the contractors listed may exceed $25,000.

The vendors listed in the table above are qualified as of October 1, 2020; however, this list is non-exclusive. The Department of Natural Resources Management continues to encourage participation of additional contractors. As additional vendors become qualified, the Department will bring forth agenda items as necessary for the Board's consideration.

BUDGETARY IMPACT:

	Vendor Name	**Vendor No.**	**Approval Amount**
1.	Alfred Morris LLC, dba Morris & Morris Landscaping	426848	$40,000
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11.	Larry Gates Construction	423827	$150,000
12.	Meadows Maintenance, LLC	423915	$100,000
13.	Site and Utility, LLC	420683	$40,000
14.	Southern Girl Botanicals, LLC	194119	$60,000
15.	Carl J Sulaiman, dba Sula Energy Enterprises	426653	$40,000
16.	Welt Demolition, LLC	426655	$40,000
17.	William T Collins, dba Collins Family Land Services	426847	$40,000

[Funding Source: Fund 103, Environmental Code Enforcement Fund, Cost Center 220110, Object Code 53401]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

The Environmental Enforcement Officer identifies the work and obtains the quotes for the operations of demolition and lot clearing. The Office of Purchasing issues the Purchase Order.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18818 **County Administrator's Report 10. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Approval to Issue Fiscal Year 2020-2021 Purchase Orders in Excess of $25,000
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2020/2021 Purchase Orders, in Excess of $25,000, for the Department of Natural Resources Management - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

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

Vendor/Contractor	Amount	Contract Number
Blue Arbor Staffing & Employee Screening, Inc. Vendor Number: 023818 Employment Services, Term Fund: 001 General Fund Cost Center 220105 - General Fund RESTORE Cost Center 221001 - Water Quality Fund: 101 Restricted Fund Cost Centers: 220310 - Tree Fund Ordinance 220334 - Tree Mitigation Fees 221018 - Nat'l Pollutant Discharge System Fund: 108 Tourist Development Cost Center: 220805 Marine Resources	$150,000	Original Contract PD 17-18.055 Approved by BCC 8-2-2018 2nd Renewal Through 8-16-2021 Approved by BCC 8-06-2020

Fund: 110 Other Grants and Projects Cost Centers: 221011 - Urban Forestry Grant 221026 - EPA Jackson Lake 221028 - NFWF Living Shoreline Fund: 117 Perdido Key Beach Mouse Fund Cost Center 220335 - Perdido Key Beach Mouse Fund: 118 Gulf Restoration Fund Cost Centers: 222002 - NFWF #45910 Bayou Chico 222004 - FWC15153 Artificial Reef 222007 - FDEP#RES04 Beach Haven II 222008 - EPA Bays Estuary Program 222009 - P&P Bays Estuary Program 222010 - EPA MX Trash Reduction 222030 - RESTORE Planning Assistance 222044 - NRDA Carpenter Creek Headwater DH006		

[Fund 001, General Fund, Cost Center 220105 and 221001; Fund 101, Restricted Fund, Cost Centers 220310, 220334 and 221018; Fund 108, Tourist Development Fund, Cost Center 220805; Fund 110, Other Grants and Projects Fund, Cost Centers 221011, 221026, 221028; Fund 117, Perdido Key Beach Mouse, Cost Center 220335; Fund 118, Gulf Restoration Fund, Cost Centers 222002, 222004, 222007, 222008, 222009, 222010, 222030 and 222044]

BACKGROUND:

The issuance of these Purchase Orders provides funding for services and activities associated with various environmental Grants and programs by the Department of Natural Resources Management on behalf of the Board of County Commissioners, to the citizens of Escambia County for Fiscal Year 2021.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Blue Arbor Staffing & Employee Screening, Inc. Vendor Number: 023818 Employment Services, Term Fund: 001 General Fund Cost Center 220105 - General Fund RESTORE Cost Center 221001 - Water Quality	$150,000	Original Contract PD 17-18.055 Approved by BCC 8-2-2018 2nd Renewal Through 8-16-2021 Approved by BCC 8-06-2020

Fund: 101 Restricted Fund Cost Centers: 220310 - Tree Fund Ordinance 220334 - Tree Mitigation Fees 221018 - Nat'l Pollutant Discharge System Fund: 108 Tourist Development Cost Center: 220805 Marine Resources Fund: 110 Other Grants and Projects Cost Centers: 221011 - Urban Forestry Grant 221026 - EPA Jackson Lake 221028 - NFWF Living Shoreline Fund: 117 Perdido Key Beach Mouse Fund Cost Center 220335 - Perdido Key Beach Mouse Fund: 118 Gulf Restoration Fund Cost Centers: 222002 - NFWF #45910 Bayou Chico 222004 - FWC15153 Artificial Reef 222007 - FDEP#RES04 Beach Haven II 222008 - EPA Bays Estuary Program 222009 - P&P Bays Estuary Program 222010 - EPA MX Trash Reduction 222030 - RESTORE Planning Assistance 222044 - NRDA Carpenter Creek Headwater DH006		

Funds are available in the Budget under [Fund 001, General Fund, Cost Center 220105 and 221001; Fund 101, Restricted Fund, Cost Centers 220310, 220334 and 221018; Fund 108, Tourist Development Fund, Cost Center 220805; Fund 110, Other Grants and Projects Fund, Cost Centers 221011, 221026, 221028; Fund 117, Perdido Key Beach Mouse, Cost Center 220335; Fund 118, Gulf Restoration Fund, Cost Centers 222002, 222004, 222007, 222008, 222009, 222030 and 222044]

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal sign off was not required for this Recommendation.

PERSONNEL:

No additional County personnel are required to implement this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Department of Natural Resources Management has coordinated with the Office of Management and Budget, and will work with Purchasing Office Staff to prepare purchase orders as needed.

Attachments

Blue Arbor Staffing & Employee 08062020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

33. Continued…

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

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

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

A. Lot 1 - General Temporary Labor Services (Countywide) - Blue Arbor, Inc.
B. Lot 2 - Temporary Labor Services for the Bob Sikes Toll Collection - JJW Services, Inc. d/b/a Accustaff, Inc.
C. Lot 3 - Escambia County Youth Employment - Blue Arbor, Inc.

(Continued on Page 46)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

34. Continued…

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

LOT 1 – BLUE ARBOR, INC.

Department	Funding	Amount
Building Inspections	Fund Code 406, Building Inspection Funds; Cost Center 250111, Building Inspection Admin; Object Code 53401, Other Contractual Services	$93,000.00
Community Affairs	Fund Code 352, LOST III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services	$65,280.00
Community & Environment	Fund Code 129, CDBG Entitlement Funds; Cost Center 370234, 2019 CDBG Admin; Object Code 53401, Other Contractual Services	$15,500.00
Facilities Management	Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services	$140,925.00
Library Services	Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services	$490,926.00
Public Safety	Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services	$25,209.60
Engineering Construction Management	Fund Code 352, LOST lll; Cost Center 210107, Construction Management; Object Code 56301, Other Contractual Services	$75,000.00

(Continued on Page 47)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

34. Continued…

Engineering Construction Management	Fund Code 353, LOST IV; Cost Center 210106, Construction Management; Object Code 56301, Other Contractual Services	$75,000.00
Engineering Transportation and Traffic	Fund Code 175, Transportation Trust Fund; Cost Center 211201, Transportation and Traffic; Object Code 53401, Other Contractual Services	$50,000.00
Parks & Recreation	Fund Code 352, LOST III; Cost Center 350221, Parks Capital Projects; Object Code 53401, Other Contractual Services	$100,000.00
Development Services	Fund Code 116, Development Review; Cost Center 240302, Planning Development Rev; Object Code 53401, Other Contractual Services	$60,000.00
Natural Resources	Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services	$14,700.00
Natural Resources	Fund Code 117, PK Beach Mouse Fund; Cost Center 220335, Object Code 53401, Other Contractual Services, Perdido Key Beach Mouse, Object Code 53401, Other Contractual Services	$25,000.00
Natural Resources	Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services	$15,000.00

(Continued on Page 48)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

34. Continued…

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

(Continued on Page 49)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

34. Continued…

County Administrator	Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services	$18,000.00
LOT 1 TOTAL		**$1,864,730.60**

LOT 2 – JJW SERVICES, INC. d/b/a ACCUSTAFF, INC.

Bob Sikes Toll	Fund Number 167, Bob Sikes Toll; Cost Center 140301; Bob Sikes Toll Admin; Object Code 53401, Other Contractual Services	$75,000.00
LOT 2 TOTAL		**$75,000.00**

LOT 3 – ESCAMBIA COUNTY YOUTH EMPLOYMENT

Escambia County Youth Employment	Fund Number 001, General Fund; Cost Center 110277, LOST Economic Development; Object Code 53401, Other Contractual Services	$250,000.00
LOT 3 TOTAL		**$250,000.00**

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18852 **County Administrator's Report 10. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Single Patient Agreements for Inmate Dialysis Services for Fresenius Kidney Care
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Single Patient Agreements for Fresenius Kidney Care for Dialysis Services and Delegation of Signatory Authority to Dr. Rayme Edler, Escambia County Medical Director - William R. Powell, Director of Corrections

That the Board take the following action:

A. Approve the additional paragraph that Fresenius Kidney Care has requested to add to the previously approved Single Patient Agreement for Dialysis Services Agreement required by treating facilities; and

B. Authorize Dr. Rayme Edler, Escambia County Medical Director, to sign the Single Patient Agreements for Fresenius Kidney Care.

BACKGROUND:

On 7/5/2018, the Board approved the Single Patient Agreements for Inmate Dialysis Services. This action was taken because individual treatment facilities that provide dialysis services to the inmates of the Escambia County Jail require a Single Patient Agreement to be signed. This Agreement covers the treatment of the corresponding inmate only for the period during which they are incarcerated under the jurisdiction of Escambia County. In order to expedite the return of the requested Single Patient Agreements to the treatment facility, the Corrections Department requested authorization for Dr. Rayme Edler, Escambia County Medical Director, to sign the referenced Agreements.

On 10/7/2020, Fresenius Kidney Care requested to update the language in the Single Patient Agreement by adding a paragraph to comply with the international

Foreign Corrupt Practices Act. Below is the requested update:

"As Stated in the Fresenius Medical Care Code of Ethic and Business Conduct, Provider upholds the values of integrity and lawful conduct, especially with regard to anti-bribery and anti-corruption. Provider upholds these values in its own operations, as well as in its relationships with business partners. Provider's continued success and reputation depends on a common commitment to act accordingly. Together with Provider, Payor is committed to uphold these fundamental values by adherence to applicable laws and regulations."

BUDGETARY IMPACT:

There is no additional financial impact related to the requested change to the Single Patient Agreements for Fresenius Kidney Care.

LEGAL CONSIDERATIONS/SIGN-OFF:

The approved Single Patient Agreement is provided along with the Single Patient Agreement with the additional paragraph. These Agreements have been reviewed and approved for utilization by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Designation of Signatory authority and additional language must be approved by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval, the Jail's health services section will coordinate with the Fresenius treatment facilities to provide them with the approved agreement for utilization.

Attachments

Fresenius Agreement
Original Single Patient Agreement

FAX AGREEMENT TO: 781-464-2587

Treatment Agreement

Plan:	_____("PLAN")	Phone:	850-595-3768
Jail:	Escambia County Jail ("INSURER")	Fax:	850-595-2008

Network PPO: _____("NETWORK")
TPA: _____("TPA")
NEGOTIATOR: _____("NEGOTIATOR")
(Plan, Insurer, Network, TPA and Negotiator shall collectively be referred to as "PAYOR")

Patient: _____ ("PATIENT") Patient DOB: MM/DD/YYYY

Insured: _____ Patient ID #: _____ MRN:

Provider:	Sample Provider Name	("PROVIDER")
Tax ID:	XX-XXXXXXX	
Operational/Financial ID:	XXXX / XXXX	
Facility Name:	Sample Facility Name	("FACILITY")
Facility Address:	Sample Facility Address	

PROVIDER and PAYOR agree that PROVIDER shall be available to provide dialysis treatments, plus related items and supplies normally provided by PROVIDER to PATIENT. This Treatment Agreement applies only to the FACILITY represented above, pursuant to the terms herein (and all other policies and procedures of PROVIDER applicable to all of its patients),and is limited to treatments provided by the PROVIDER to the PATIENT represented above.

Term of Agreement: The term shall commence on _____ and shall continue until the patient is no longer in the custody of the Escambia County Jail, unless earlier terminated by either party. Either party may terminate this agreement with or without cause upon providing at least thirty (30) days prior written notice to the non-terminating party. In the event of termination by either party as provided herein, the Provider shall be paid for services provided through the date of termination but shall not be entitled to any other recovery, including, but not limited to, damages or any anticipated profit on services not performed.

PROVIDER reserves the right to immediately discontinue the provision of dialysis services to PATIENT if the PATIENT poses a threat of danger or harm to FACILITY, its patients or staff.

PLAN/INSURER shall ensure PATIENT is accompanied by appropriate security personnel at all times and shall be responsible for all costs of transportation associated with the transfer of the PATIENT to and from the FACILITY. PLAN/INSURER shall also be responsible for ensuring, in a manner satisfactory to FACILITY, the safety and well-being of the ESRD Dialysis Unit, its patients, and staff.

Applicable Rate(s): All outpatient dialysis and related services shall be reimbursed at an all-inclusive rate of $_____ per treatment. This rate is all-inclusive of the services provided with the exception of codes J0606 or J0604, which shall be reimbursed at 100% Medicare.

However, notwithstanding these rate terms, in the event of a breach of the Agreement by PAYOR, PAYOR shall be obligated to pay to PROVIDER 100% of PROVIDER's full (i.e., non-discounted) billed charges from the date of the breach through the remainder of the Term of the Agreement.

Billing/Payment: PROVIDER shall submit bills within 120 days of the applicable date of service (or longer period due to circumstances beyond its reasonable control). Payments and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended. The above-referenced Applicable Rates shall not be further discounted in any way, except with regard to patient-responsible amounts for which PROVIDER shall look to PATIENT to recover.

Submit claims to: Attn: Health Services

2935 North L Street, Pensacola, Florida 32501

Payments will be sent to: PO Box XXXXXX

City, STATE, XXXXX

In-Network Provider: PROVIDER will be recognized as an "in-network" provider for purposes of PATIENT's benefit plan. This Treatment Agreement will apply to all claims with dates of service on or after the term commencement date of this Agreement submitted by PROVIDER to PAYOR on behalf of PATIENT who is a beneficiary of the benefit plan or policy that PAYOR administers or insures.

The reimbursement rates set forth in this Agreement may be reduced by PATIENT co-insurance, co-payment, or deductible obligations, but may not be further discounted, reduced, limited, or modified in any other way, unless agreed to in writing by PROVIDER and PAYOR. The parties agree that nothing in any plan program, benefit plan provision, policy, manual or any other document shall have the ultimate effect of reducing the fees specified in this Treatment Agreement and further agree that the provisions of this Agreement shall control reimbursement to PROVIDER. PAYOR guarantees and assumes the obligation to pay PROVIDER at the rates set forth in this Agreement.

PAYOR shall have no right to set-off the amount of any alleged erroneous payment or overpayment against any amounts otherwise owed to PROVIDER by PAYOR. Should PAYOR believe that overpayments were made to PROVIDER, PAYOR shall provide written notice to PROVIDER of the asserted overpayment and request for refund within ninety (90) days after the date of claims payment by PAYOR. PROVIDER shall review the asserted overpayment and shall provide PAYOR with a written response within forty-five (45) days of PROVIDER's receipt of PAYOR's notice. Unless notification is made as required in the preceding sentence, all payments are final after one year following the applicable date of service.

All amendments to this Treatment Agreement must be mutually agreed to in writing by the parties. This Agreement shall not be assigned by PROVIDER or PAYOR unless mutually agreed upon in writing by both parties. PAYOR agrees and shall ensure that its clients will not use PROVIDER's or any of PROVIDER's parent entity names in any PAYOR marketing or advertising in any form of media without PROVIDER's written consent. This Treatment Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

As stated in the Fresenius Medical Care Code of Ethics and Business Conduct, Provider upholds the values of integrity and lawful conduct, especially with regard to anti-bribery and anti-corruption. Provider upholds these values in its own operations, as well as in its relationships with business partners. Provider's continued success and reputation depends on a common commitment to act accordingly. Together with Provider, Payor is committed to uphold these fundamental values by adherence to applicable laws and regulations.

PROVIDER:	PAYOR: ESCAMBIA COUNTY JAIL – MEDICAL DIVISION
By:_____	By:_____
Title:_____	Title: Escambia County Medical Director
Date:_____	Date:_____

COUNTY ADMINISTRATOR'S REPORT – Jack R. Brown, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board approve, and authorize the Chairman to sign, the Memorandum of Understanding with the U.S. Environmental Protection Agency, National Health and Environmental Effects Research Laboratory, relating to the study of aquatic ecosystems focusing on water quality within the Pensacola and Perdido Bay systems.

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

2. Recommendation: That the Board take the following action concerning the Escambia County Title VI Nondiscrimination Program Policy, Section II, Part C. 36:

   A. Amend the Escambia County Title VI Nondiscrimination Program Policy, Section II, Part C.36, and file accordingly; and

   B. Approve, and authorize the County Administrator to sign, the Title VI/Nondiscrimination Assurance, which states that Escambia County is in compliance with the Title VI Nondiscrimination Program Policy and Plan.

Motion: To approve Consent Agenda Items 2 through 12	
Made by: Commissioner Robinson	**Seconded by:** Commissioner May
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	

3. Recommendation: That the Board take the following action concerning delegation of signatory authority regarding single patient agreements for dialysis services to Dr. Rayme Edler, Escambia County Medical Director:

   A. Approve the sample single patient agreement (Treatment Agreement) for dialysis services required by treating facilities; and

(Continued on Page 17)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

3. Continued…

B. Authorize Dr. Rayme Edler, Escambia County Medical Director, to sign the single patient agreements.

Motion: To approve Consent Agenda Items 2 through 12	
Made by: Commissioner Robinson	**Seconded by:** Commissioner May
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	

4. Recommendation: That the Board take the following action concerning the amendment of Contract #A0150 with Big Bend Community Based Care, Inc.:

A. Approve Amendment #012 to Contract #A0150; this Amendment incorporates the language from the new Federal Title 2 CFR, Part 200.414, and Title 2 CFR, Part 200.68, relating to the billing of indirect/administrative costs covered under Section 8 of the original Agreement; and

B. Authorize the Chairman to sign Amendment #012 to Contract #A0150.

Motion: To approve Consent Agenda Items 2 through 12	
Made by: Commissioner Robinson	**Seconded by:** Commissioner May
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	

5. Recommendation: That the Board approve the Request for Disposition of Property Form for the Corrections Department, listing one item; the listed item has been found to be of no further usefulness to the County; thus, it is requested that it be approved for disposal.

Motion: To approve Consent Agenda Items 2 through 12	
Made by: Commissioner Robinson	**Seconded by:** Commissioner May
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14291 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/05/2018
Issue: Single Patient Agreements for Inmate Dialysis Services
From: SELINA BARNES, Interim Director of Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Delegation of Signatory Authority Regarding Single Patient Agreements for Dialysis Services to Dr. Rayme Edler, Escambia County Medical Director - Selina Barnes, Interim Director of Corrections

That the Board take the following action:

A. Approve the sample single patient agreement (Treatment Agreement) for dialysis services required by treating facilities; and

B. Authorize Dr. Rayme Edler, Escambia County Medical Director, to sign the single patient agreements.

BACKGROUND:

The individual treatment facilities that provide dialysis services to the inmates of the Escambia County Jail require a single patient agreement be signed. This agreement covers the treatment of the corresponding inmate only for the period during which they are incarcerated under the jurisdiction of Escambia County Corrections. In order to expedite the return of the requested single patient agreements to the treatment facility the Corrections Department is requesting authorization for Dr. Rayme Edler, Escambia County Medical Director, to sign the referenced agreements.

BUDGETARY IMPACT:

There is no additional financial impact related to the requested authorization. Dialysis services for incarcerated individuals is provided for from Fund 001, General Fund; Cost Center 290402.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached sample agreement was reviewed and approved for utilization by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Designation of signatory authority must be approved by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval, the Jail's health services section will coordinate with the individual treatment facilities to provide them with the approved sample agreement for utilization.

Attachments

Single Patient Agreement--Sample

FAX AGREEMENT TO: XXX-XXX-XXXX

Treatment Agreement

Plan:	_____ ("PLAN")	Phone:	850-595-3768
Jail:	Escambia County Jail ("INSURER")	Fax:	_____
Network PPO:	_____ ("NETWORK")		
TPA:	_____ ("TPA")		
NEGOTIATOR:	_____ ("NEGOTIATOR")		

(Plan, Insurer, Network, TPA and Negotiator shall collectively be referred to as "PAYOR")

Patient:	Sample Patient ("PATIENT")	Patient DOB:	MM/DD/YYYY
Insured:	_____	Patient ID #:	_____
MRN:	XXXXXXXXX X.		

Provider:	Sample Provider Name	("PROVIDER")
Tax ID:	XX-XXXXXXX	
Operational/Financial ID:	XXXX / XXXX	
Facility Name:	Sample Facility Name	("FACILITY")
Facility Address:	Sample Facility Address	

PROVIDER and PAYOR agree that PROVIDER shall be available to provide dialysis treatments, plus related items and supplies normally provided by PROVIDER to PATIENT. This Treatment Agreement applies only to the FACILITY represented above, pursuant to the terms herein (and all other policies and procedures of PROVIDER applicable to all of its patients), and is limited to treatments provided by the PROVIDER to the PATIENT represented above.

Term of Agreement: The term shall commence on _____ and shall continue until the patient is no longer in the custody of the Escambia County Jail, unless earlier terminated by either party. Either party may terminate this agreement with or without cause upon providing at least thirty (30) days prior written notice to the non-terminating party. In the event of termination by either party as provided herein, the Provider shall be paid for services provided through the date of termination but shall not be entitled to any other recovery, including, but not limited to, damages or any anticipated profit on services not performed.

PROVIDER reserves the right to immediately discontinue the provision of dialysis services to PATIENT if the PATIENT poses a threat of danger or harm to FACILITY, its patients or staff.

PLAN/INSURER shall ensure PATIENT is accompanied by appropriate security personnel at all times and shall be responsible for all costs of transportation associated with the transfer of the PATIENT to and from the FACILITY. PLAN/INSURER shall also be responsible for ensuring, in a manner satisfactory to FACILITY, the safety and well-being of the ESRD Dialysis Unit, its patients, and staff.

Applicable Rate(s): All outpatient dialysis and related services shall be reimbursed at an all-inclusive rate of $_____ per treatment. This rate is all-inclusive of the services provided with the exception of codes J0606 or J0604, which shall be reimbursed at 100% Medicare.

However, notwithstanding these rate terms, in the event of a breach of the Agreement by PAYOR, PAYOR shall be obligated to pay to PROVIDER 100% of PROVIDER's full (i.e., non-discounted) billed charges from the date of the breach through the remainder of the Term of the Agreement.

Billing/Payment: PROVIDER shall submit bills within 120 days of the applicable date of service (or longer period due to circumstances beyond its reasonable control). Payments and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended. The above-referenced Applicable Rates shall not be further discounted in any way, except with regard to patient-responsible amounts for which PROVIDER shall look to PATIENT to recover.

Submit claims to: Attn: Health Services
2935 North L Street, Pensacola, Florida 32501

Payments will be sent to: PO Box XXXXXX
City, STATE, XXXXX

In-Network Provider: PROVIDER will be recognized as an "in-network" provider for purposes of PATIENT's benefit plan. This Treatment Agreement will apply to all claims with dates of service on or after the term commencement date of this Agreement submitted by PROVIDER to PAYOR on behalf of PATIENT who is a beneficiary of the benefit plan or policy that PAYOR administers or insures.

The reimbursement rates set forth in this Agreement may be reduced by PATIENT co-insurance, co-payment, or deductible obligations, but may not be further discounted, reduced, limited, or modified in any other way, unless agreed to in writing by PROVIDER and PAYOR. The parties agree that nothing in any plan program, benefit plan provision, policy, manual or any other document shall have the ultimate effect of reducing the fees specified in this Treatment Agreement and further agree that the provisions of this Agreement shall control reimbursement to PROVIDER. PAYOR guarantees and assumes the obligation to pay PROVIDER at the rates set forth in this Agreement.

PAYOR shall have no right to set-off the amount of any alleged erroneous payment or overpayment against any amounts otherwise owed to PROVIDER by PAYOR. Should PAYOR believe that overpayments were made to PROVIDER, PAYOR shall provide written notice to PROVIDER of the asserted overpayment and request for refund within ninety (90) days after the date of claims payment by PAYOR. PROVIDER shall review the asserted overpayment and shall provide PAYOR with a written response within forty-five (45) days of PROVIDER's receipt of PAYOR's notice. Unless notification is made as required in the preceding sentence, all payments are final after one year following the applicable date of service.

All amendments to this Treatment Agreement must be mutually agreed to in writing by the parties. This Agreement shall not be assigned by PROVIDER or PAYOR unless mutually agreed upon in writing by both parties. PAYOR agrees and shall ensure that its clients will not use PROVIDER's or any of PROVIDER's parent entity names in any PAYOR marketing or advertising in any form of media without PROVIDER's written consent. This Treatment Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

PROVIDER:	PAYOR: ESCAMBIA COUNTY JAIL – MEDICAL DIVISION
By:_____	By:_____
Title:_____	Title: Escambia County Medical Director
Date:_____	Date:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18835 **County Administrator's Report 10. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Approval to Issue Fiscal Year 2020/2021 Purchase Order in Excess of $25,000 to Lynn A. Berky d/b/a Johnstone Supply
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Fiscal Year 2020-2021 Purchase Order, in Excess of $25,000, for Replacement of a Walk-In Freezer at the Work Annex, for the Corrections Department - William R. Powell, Director of Corrections

That the Board, for Fiscal Year 2020/2021, approve the issuance of a blanket and/or individual purchase order, in excess of $25,000, under for the Corrections Department:

Vendor/Contractor Lynn A. Berky d/b/a/ Johnstone Supply Fund: 111 Detention/Jail Commissary Cost Center: 290406	**Amount** $44,564	**Contract Number** Quote & Vendor Registry (No response)	

BACKGROUND:

The Work Annex has a large walk-in freezer that is used to store vegetables and meats that the inmates grow and raise. This freezer is old and has exceed its cost effectiveness to be repaired and is in need of replacement.

BUDGETARY IMPACT:

Vendor/Contractor Lynn A. Berky d/b/a/ Johnstone Supply Fund: 111 Detention/Jail Commissary Cost Center: 290406	**Amount** $44,564	**Contract Number** Quote & Vendor Registry (No response)	

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts. Per the guidance received at the October 3, 2019, Board meeting, all purchases over $25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon approval, the Purchasing Department will create a Blanket Purchase Order with Lynn A. Berky, d/b/a Johnstone Supply, to replace the old and aging equipment within Escambia County.

Attachments

Quotes Walk-in Freezer

Ryan Mills
Johnstone Pensacola 165
3900 North W Street
Pensacola
Date: 7/30/2020

To:
Escambia County Road Prison
Larry Meacham
601 HWY 297A
Cantonment Florida 32533
850-530-0209 wlmeacham@myescambia.com

Phone: 850-436-2008
Fax:
E:mail: ryan.mills@johnstonesupply.com

Project Name: Freezer
Terms: To be determined

Quotation

1-Rain roof, single membrane polyester polyvinyl chloride roof system with connectors. White Material. (usc 643) Actual length: 22'-0" Actual width: 21'-6"; Butted Length TermBar:100 Plate:110 Screw:310 Caulk:3

1-Sloped foam barrier slip sheet 4 mil 10' x 100' roll poly

1-Sloped foam 1/4" start; 1/4" slope per foot

19-Steel Wind shears With Hardware - 4" Gray powder coated - 1/8" thick-flush pad (for high wind applications).

1-Internal steel structure with fasteners from Koenig / Quincy Industrial (Gray)

4-10" x 10" 3.5" - Floor blocks for steel columns

4-LED 4' cooler / freezer light fixture Kason part# 1810LC4000 CA Prop 65.

1-Walk-In Freezer: 20'-0" X 20'-0" X 8'-0" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, stucco embossed galvalume 26 gauge interior, nsf approved.

1-Floor: 20'-0" X 20'-0" - extruded insulation, wood reinforced, 22 gauge stainless steel interior, stucco embossed galvalume 26 gauge exterior
U.S. Cooler floors are not designed for the use of Forklifts, Pallet Jacks, or Hard Wheeled Carts. Damage caused by this usage will void the panel warranty.

1-Door, 34 in. X 76 in.; low temp outside, with floor, threshold, Vert-Ergo handle, LED light, LED thermometer switch, door closure and adjustable spring-loaded hinges, drip cap and screws., hinge right centered on front length wall , with U.S. Cooler Logo

1-1/8" Exterior Kick plate for 34" door, 32" high. (includes exterior door frame legs)

1-Locking bar with inside release for 34" door

1-Pressure relief (usc 9644) installed

1-Strip curtain 40 x 84 low temp

2-Refrigeration

1 x Condensing Unit
- Manufacturer: Russell
- Description: Pre-assembled Remote Low Temp R404A Air Cooled Outdoor Condensing Unit
- Model: RFO400E4SEA
- Compressor: 4 hp, Scroll
- Extras: Liquid line Filter Drier, Sight Glass - Included
- Electrical: 208-230/3Phase/60Hz RLA: 18.4 MOPD: 45 MCA: 0
- Conditions: BTUH: 11500 Room Temp: -10°F Cond Ambient: 110°F
- Sizing Room: 11446 BTUH Needed for 20'-0" X 20'-0" X 8'-0"
- Sizing Product: 3200Lbs of Misc Product Entering at 25°F
- Warranty:

Parts: 1-year Standard Manufacturer (Optional extended parts warranties available)
Labor: Not Included (Optional labor warranties available)

1 x Evaporator (Unit Cooler)
- **Manufacturer: Russell**
- **Description: Pre-assembled Electric Defrost Low Profile Coil**
- **Model: RL6E105DEAA**
- **Extras: Expansion Valve (ERSE-1-ZP), Solenoid Valve (E3S130) - Mounted**
- **Electrical: 208-230/1Phase/60Hz Fan Amps: 1 Defrost Amps: 9.8**
- **Warranty:**

Parts: 1-year Standard Manufacturer

Subtotal:	$43,669.00
Tax:	N/A
Freight:	895.00
Total:	$44,564.00

Estimated freight to Pensacola, FL 32505

NOTES:

WE PROPOSE hereby to furnish material-complete in accordance with the above listing.

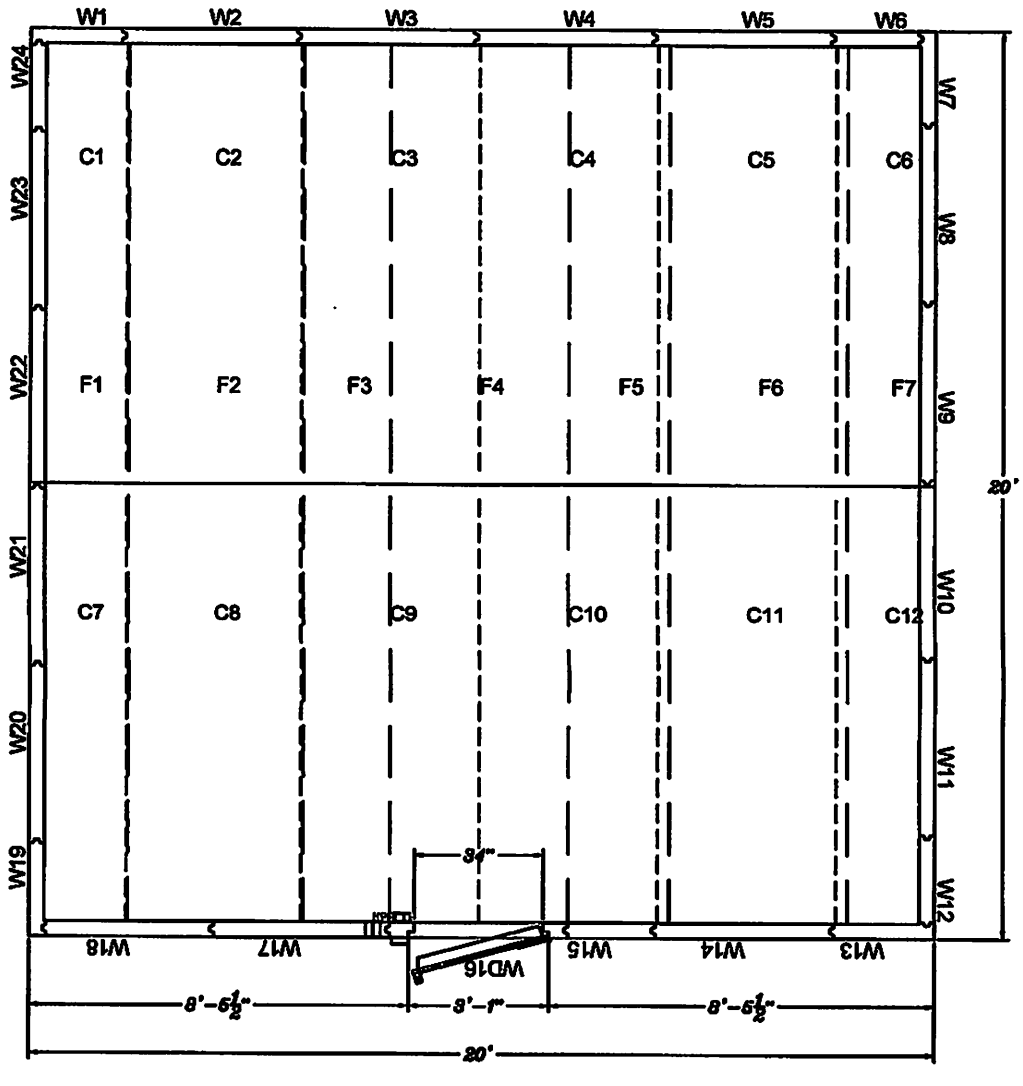
Authorized Signature_____

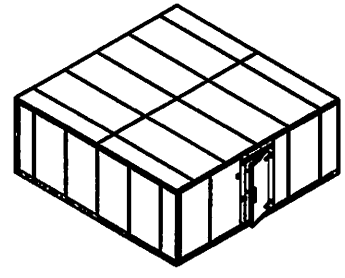
These Prices are valid for not more than THIRTY (30) days from the date of the Proposal unless notes otherwise.

ACCEPTANCE OF PROPOSAL. The above prices and conditions are satisfactory and hereby accepted.

Authorized Signature_____

Date of Acceptance_____





QUOTE DRAWING
Sign below for acceptance
X_____

By signing here, you agree to our terms and conditions as outlined on www.uscooler.com/terms. Panel configuration subject to U.S. Cooler final approval. A facsimile or emailed approval of this drawing 498493-7 shall have the same force and effect as a signed original and shall, upon receipt by U.S. Cooler, be binding on both parties.

Materials:
ExtMetal:Galvalume
IntMetal:Galvalume
Foam:Extruded 4in.

Legend
Ceiling
Floor

Freezer: 20'-0" x 20'-0" x 8'-0"
Scale: 1/4"= 1'

U.S. COOLER
401 DELAWARE ST. * QUINCY, IL 62301
TEL 217-228-3421 * 800-521-2665 * FAX 217-228-3424

CUSTOMER
Johnstone Supply

JOB#	P.O.#
DATE 07/30/2020	DRAWN C.G.S. 3.0
DWG. REF 498493-7	APV.

To aid in packing, please indicate with an X the corner where installation will be starting.

Refrigeration Specifications

Qty	Manufacturer	Model	HP	Electrical	MCA	CmpRLA	CmpLRA	Dimensions DxWxH
Pre-assembled Remote Low Temp R404A Air Cooled Outdoor Condensing Unit								
2	Russell	RFO400E4SEA	4	208-230/3Phase/60Hz		18.4	114	33"x43.675"x35"
2	Russell	RL6E105DEAA		208-230/1Phase/60Hz	10.8			15.5"x43.625"x18.125"

Donna L. Brewton

From: William C. Barrett
Sent: Tuesday, August 4, 2020 11:56 AM
To: Donna L. Brewton; Charles S Snow; Cassie C. Boatwright; Robert W. Freeman; Christopher L. Anderson
Subject: Fwd: [EXTERNAL]Road Prison Freezer
Attachments: image001.jpg; ATT00001.htm; ESCAMBIA COUNTY ROAD PRISON FREEZER rev7.pdf; ATT00002.htm; 498493-7 (002).pdf; ATT00003.htm

Here is the updated quote for the freezer.

William Barrett
Facilities Management
850-554-2723

Begin forwarded message:

> **From:** Ryan Mills <ryan.mills@johnstonesupply.com>
> **Date:** July 30, 2020 at 10:41:40 AM CDT
> **To:** "William C. Barrett" <wcbarrett@myescambia.com>
> **Subject: [EXTERNAL]Road Prison Freezer**
>
> **WARNING!** This email originated from an outside network. **DO NOT CLICK** links or attachments unles you recognize the sender and know the content is safe.
>
> Bill
> Please see attached quote and let me know if we need to revise anything.
> Thank You

Donna L. Brewton

From: Paul R. Nobles
Sent: Tuesday, October 6, 2020 2:40 PM
To: Donna L. Brewton; Cassie C. Boatwright; William C. Barrett
Subject: RE: KESCO Road Prison Freezer Quote

You are correct, please proceed.



Paul R. Nobles
Purchasing Manager
Escambia County, Florida
Board of County Commissioners
☎ 850-595-4918
✉ prnobles@myescambia.com
https://myescambia.com/our-services/purchasing

All vendors wishing to do business with Escambia County should sign up with our new vendor and contract management software at:
https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration

From: Donna L. Brewton <dlbrewton@myescambia.com>
Sent: Tuesday, October 6, 2020 2:35 PM
To: Paul R. Nobles <prnobles@myescambia.com>; Cassie C. Boatwright <ccboatwright@myescambia.com>; William C. Barrett <wcbarrett@myescambia.com>
Subject: RE: KESCO Road Prison Freezer Quote
Importance: High

In addition, it appears that the freezer has already been posted on Vendor Registry.

Paul,

I am guessing it is okay to take this back to the Board again with the quotes and the Vendor Registry backup.

Thanks,

Donna Brewton, CGFO
Correction Finance Manager
Escambia County Board of County Commissioners
Phone (850)595-3114
Cellphone (850)529-0782

From: Paul R. Nobles <prnobles@myescambia.com>
Sent: Tuesday, October 6, 2020 2:29 PM
To: Cassie C. Boatwright <ccboatwright@myescambia.com>; William C. Barrett <wcbarrett@myescambia.com>; Donna L. Brewton <dlbrewton@myescambia.com>
Subject: RE: KESCO Road Prison Freezer Quote

No need, unless you are searching for a lower price. You have two quotes and have been trying for some time to obtain others.



Paul R. Nobles
Purchasing Manager
Escambia County, Florida
Board of County Commissioners
☎ 850-595-4918
✉ prnobles@myescambia.com
https://myescambia.com/our-services/purchasing

All vendors wishing to do business with Escambia County should sign up with our new vendor and contract management software at:
https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration

---

From: Cassie C. Boatwright <ccboatwright@myescambia.com>
Sent: Tuesday, October 6, 2020 1:08 PM
To: William C. Barrett <wcbarrett@myescambia.com>; Donna L. Brewton <dlbrewton@myescambia.com>; Paul R. Nobles <prnobles@myescambia.com>
Subject: RE: KESCO Road Prison Freezer Quote

Donna,

Can you put the scope out on vendor registry?

From: William C. Barrett <wcbarrett@myescambia.com>
Sent: Tuesday, October 6, 2020 8:37 AM
To: Donna L. Brewton <dlbrewton@myescambia.com>; Cassie C. Boatwright <ccboatwright@myescambia.com>; Paul R. Nobles <prnobles@myescambia.com>
Subject: Fwd: KESCO Road Prison Freezer Quote

Here is the quote from KESCO on the replacement freezer for the road Prison. This was the only vendor who actually went out to the site and looked. This is a more realistic cost for what we need. They did suggest some other ideas to help insure that this freezer is up to the abuse that does and will happen to the freezer.

William Barrett
Facilities Management
850-554-2723

Begin forwarded message:

> **From:** Patrick Sullivan <patrick.sullivan@kescoflorida.com>
> **Date:** October 5, 2020 at 5:01:36 PM CDT
> **To:** "William C. Barrett" <wcbarrett@myescambia.com>
> **Subject: [EXTERNAL]Fw: Attached Image**

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unle
you recognize the sender and know the content is safe.

Bill,
Please see the quote attached for the outdoor freezer.
You specified one hefty freezer!
Please let me know if you have any questions.
Regards,

Patrick Sullivan

KESCO-FLORIDA
1600 West Main Street
Pensacola, FL 32502
850-456-1633
kescoflorida.com

From: Kesco Scanner <kescoscans@gmail.com>
Sent: Monday, October 5, 2020 5:55 PM
To: Patrick Sullivan <patrick.sullivan@kescoflorida.com>
Subject: Attached Image

PRICE PROTECTION FOR ORDERS PLACED WITHIN 60 DAYS FOR SHIPMENT WITHIN 120 DAYS

KESCO KITCHEN EQUIPMENT SUPPLY COMPANY

PENSACOLA, FL 32505

QUOTE FOR:

Escambia County Road Prison

Item	Qty	Item Qty Item Description Price	Price
1	1	Outdoor Freestanding Freezer (NSF)	$ 49,990
		Overall Dimensions: 20'-0" x 20'-0" x 8'-0 1/4"	
2	2	PC449LZOP-3E, 208-230/60/3, 4-1/2HP, R404A, Pre-Charged	
		AirCooled, Scroll, Low Temp Standard Compressor Unit	$ 5,813
3	2	EL36-142-2ECAFOEM-PR-4, 208-230/60/1, R404A, Low Temp,	
		Electric Defrost, Standard Unit Cooler, Tru-Dmnd by ArcticFox	$ 6,027
4	2	Valve Pressure Relief 450 PSIG 3/8" MPT AJ15502	$ 68
		(Factory Installed)	
		Net Product Total:	$ 61,898
5	2	4 1/2 HP 2 - 5 YR Extended Compressor Warranty	$ 604
6		Freight	$ 2,099
	Total Package Price		$ 64,600
	(Taxes not included)		
	(Not including installation, installation quote at end of document)		

Qty

1 Outdoor Freestanding Freezer

Compartments:

Freezer -10° (Outdoor)

Interior Dimensions: 19'-4" x 19'-4" x 7'-2 5/8"

Walls: 4" Class 1 - Foamed in place Urethane

Exterior: Galvalume - Embossed 26 Ga

Interior: Galvalume - Embossed 26 Ga

Ceiling: 6" Class 1 - Foamed in place Urethane

Type: ERA Clear Span

Attachment: Lock Down

Exterior: Galvanized - Smooth 20Ga.

Interior: Aluminum - Embossed White .040

Floor Application: 4" Class 1 - Foamed in place Urethane

Finish: Aluminum - Diamond Tread .125

Compartment Accessories:

Qty	UoM	Description
1 ea	ea	Vent - Pressure Relief, Heated Kason 1832 - ALLOWED IN WALLS OR SCIENTIFIC DOORS (Ensure not behind a Masonry Wall)
400	sf	Wainscot Aluminum Diamond Tread .063 60" AFF on all Interior Walls
160	ea	Tapcon Fasteners
80	ft	Locks 11.5" Spacing
28	ea	Racking Clip
10	ea	Tie Down Angle - 1-1/2" x 6" x 96" (W-In FL to Foundation)
10	ea	Tie Down Angle - 1-1/2" x 1-1/2" x 96" (Int Wall to CL incl Partitions)
1	sf	Roof Cap - HIGH WIND Sloped Membrane Free Standing (slope 1/4" per foot)

4	ea	Light Fixture - Kason 1810LCT LED 48IN 120/230V 50/60HZ (Diode Strips)

Doors/Openings:

Door:	48" x 78" Left Swing Out Recessed 0" with 0" Leveling Sand and 0" Tile & Grout.
Frame:	Exterior: Galvalume - Embossed 26 Ga Kickplate, Alum .125 Diamond Tread 36" High
	Interior: Galvalume - Embossed 26 Ga
Plug:	Exterior: Galvalume - Embossed 26 Ga Kickplate, Alum .125 Diamond Tread 36" High
Interior:	Galvalume - Embossed 26 Ga Kickplate, Alum .125 Diamond Tread 36" High

Door/Opening Accessories

Qty	UoM	Description
1	ea	Locking Bar - Concealed
1	ea	Strip Curtain - Kason 44x84
1	ea	Oversized steel Reinforced Door Jamb
1	ea	Rainhood
1	ea	Slam Brace (Walk-In Door - 1 set of 2)
2.83	lf	Threshold, FRP
1	ea	Heater Wire, 5 Watt / FT
1	ea	Door Closer with Tamperproof Screws - Kason 1094 Polished Chrome
1	ea	Latch with Tamperproof Screws - Kason 57 Deadbolt
1	ea	Light Fixture w/Tamperproof Screws - Kason 1808NM LED 120V 50/60Hz
2	ea	Hinge with Tamperproof Screws - Kason 1278 Steel Powder Coated (Spring Assisted)
1	ea	Switch Thermometer Combo - Kason 1967-A2, 20ft Lead, 120V 50/60Hz
		F/C (Weatherproof 1-way/3-way)
1	ea	Delete Heated Air Vent (from this Door Section)

Qty	UoM	Description	
1		Demolition and removal of existing unit	$ 4,250
1		Installation of new unit (excluding refrigeration)	$ 4,250
1		Refrigeration Installation	$ 5,600

Note: All electrical by others

All factory warranties in force

Applicable Taxes not included

Quote Accepted by : _____

Date: _____

VendorRegistry

Expired Quote

Manage expired quote

Expired Quotes / Expired Quote

SUBMISSIONS REOPEN NOTIFY VENDORS COPY QUOTE ANALYTICS

QUESTIONS SET TO 'IN REVIEW' SET TO 'AWARDED' SET TO 'CANCELLED'

ADD NOTE

Status: Deadline Expired

Quote Details: Escambia County Road Prison Freezer Replacement

Quote Overview:

Scope of work is as follows:

Replacement of existing 20'-0"x20'-0"x8'-0" food storage freezer at the Escambia County Road Prison facility. The freezer must meet or exceed the following specifications:

Contact Person is: Bill Barrett, cell 850-554-2723, wcbarrett@myescambia.com

Document 1 has all the specifications. Call Bill to set up site visits.

Deadline: 9/10/2020 3:30 PM (UTC-06:00) Central Time (US & Canada)

Quote #: FM 09032020 JT

Products and Services:

- Refrigerators And Cooling Equipment, Laboratory, Specialized: Explosion-Proof, Ultra-Low Temperature, Etc.
- Cold Storage Vaults, Walk-In Coolers, And Shelving
- Refrigeration Units, For Vaults And Walk-In Coolers: Complete And Self-Contained
- Refrigerators And Freezers, Commercial

Documents:

- Road Prision Freezer.pdf

Itemized List:

- none

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Scope of work is as follows:

Replacement of existing 20'-0"x20'-0"x8'-0" food storage freezer at the Escambia County Road Prison facility. The freezer must meet or exceed the following specifications:

1) NSF Approved walk-in freezer with the exterior dimensions of 20'-0"x20'-0"x8'-0, 4" thick extruded polystyrene, 26ga stucco embossed galvalume exterior, 26ga stucco embossed galvalume interior.
2) Floor- 20'-0"x20'-0", wood reinforced, extruded insulation, 26ga stucco embossed galvalume exterior, 22ga stainless steel interior. Floor does not need to be rated for forklift, pallet jack, or hard wheeled carts.
3) Door- 1ea 34-inch X 76-inch, low temperature outside, with floor, commercial grade door handle, adjustable spring loaded hinges, door closer, drip cap and screws. Door is to be positioned right hinge centered on front length wall. LED light and LED thermometer to be installed at door. Door shall also include 1ea 1/8" interior and exterior kick plate 34" wide, 32" high to include exterior door frame legs, locking bar with inside release for 34" door.
4) Rain Roof- Single membrane polyester polyvinyl chloride roof system, white material, with all necessary connectors and sealants to completely cover freezer roof.
5) Freezer will include all Florida Wind Code certifications and engineering documents, and required hardware needed for outdoor installations.
6) Pressure relief must be factory installed
7) Strip curtain for low temperature operation of 40-inch X 84 inch
8) Interior lighting must be at least 4ea four-foot LED fixtures approved for low temperature operations with secure fasteners to prevent removal without specific tool.

Refrigeration systems for above freezer must meet or exceed to following specifications:

1) Condensing units- 2ea, 4hp, 208/230V 3ph 60Hz, Scroll compressor, R404A or equivalent refrigerant, to maintain a temperature of at least -10deg F., SST of -20deg F, with ambient temperature of 110deg F, sight glass, filter drier, low ambient control, low pressure control, high pressure control all must be factory installed, units must be rated for outdoor installations with enclosure.
2) Evaporator 2ea- Evaporator will be for low temperature operations with required heaters, expansion valves, solenoid valve with manual open and coil of proper voltage, ECM motors, must be factory installed. Voltage required is 208/203V 1Ph 60Hz. One evaporator per condenser.
3) Both refrigeration systems will operate independently of each other, but will both operate as needed to maintain a temperature of -10deg F. All controls needed to facilitate proper operations must be provided, including digital temperature controls, digital time clocks and drain line heaters.
4) Systems provided must have manufacturing specifications showing the condenser/evaporator will work properly to maintain temperatures as specified.

Contractor install of above freezer and required refrigeration systems must also include to following:

1) Contractor must remove existing 20'-0"x20'-0"x8'-0 freezer and all refrigeration systems from site and dispose of them in the proper manner.
2) Contractor must ensure that the site for the new freezer acceptable and safe for installation.
3) Contractor must provide all materials including copper, refrigerant, electrical needs, and any other items needed to install freezer and equipment for proper operations and to meet code requirements.
4) Copper lines must be sized per manufacture specifications. All cooper must be Type "L" hard drawn.
5) All copper lines will be securely mounted via 1-5/8" deep unistrut and vibraclamps that match required copper size. Unistrut shall be mounted to concrete by Hammerset style anchors at least ¼ in diameter and 2" long. Unistrut shall be mounted to freezer by screw in style anchors with at least a 50lbs per anchor holding capacity. All unistrut will have a minimum of two anchor points. Unistrut will be spaced a minimum of 18" apart, with a maximum of 24" apart.
6) All drain lines will be a minimum of 7/8" O.D. copper, with drain line heater, with copper union installed inside near evaporator, and "P" trap installed at the end of the drain line.
7) All copper lines that must be insulated will have a minimum thickness of ¾ inch insulation. All joints must be glued with appropriate type insulation glue.
8) All electrical wire will be in rigid conduit of either PVC or metal of the appropriate diameter for the size/amount of wire required. Wire may be contained in flexible conduit of less than six feet.
9) Electrical conduit must be secured to either 1-5/8" unistrut with appropriate size conduit clamps or one-hole conduit clamps. Electrical conduit may share the same unistrut as the refrigeration lines if adequate space is available. If no space is available clamps must be secured to concrete with ¼" diameter and 2" long hammerset style anchors, and to the freezer with screw in style anchor with at least 50lb per anchor holding capacity.
10) Contractor must meet all required certifications and standards set forth by Escambia County, Florida and installation must meet all codes national and state.
11) Contractor must keep job safe and secure during installation during duration of the job. Installation will be at a prison facility and all precautions must be taken to insure nothing is left exposed during job that can be used to cause harm to guards, inmates, or any other members of staff or Escambia County employees.
12) Freezer must maintain temperature of at least -10deg F for a period of 24hrs after facilities and prison administration has inspected installations and any punch list items resolved before final invoice is submitted for payment.

Donna L. Brewton

From: Charles S Snow
Sent: Tuesday, August 4, 2020 11:40 AM
To: Donna L. Brewton; Kevin Barnes; Walter L. Meacham Jr.
Cc: Cassie C. Boatwright; Christopher L. Anderson; Robert W. Freeman; William C. Barrett; William R. Powell
Subject: Re: [EXTERNAL]Road Prison Quote

It is to replace the existing 20 x 20 freezer in the parking lot. Thanks

Commander Charles Snow #01
Division Manager
Escambia County Road Prison
601 Hwy 297-A
Cantonment, Fl 32533
850-937-2105 Office
850-937-2108 Fax
cssnow@myescambia.com



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Florida has a very public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

From: Donna L. Brewton <dlbrewton@myescambia.com>
Sent: Thursday, July 30, 2020 9:10 PM
To: Charles S Snow <CSSNOW@myescambia.com>; Kevin Barnes <KBARNES@myescambia.com>; Walter L. Meacham Jr. <WLMEACHAM@myescambia.com>
Cc: Cassie C. Boatwright <ccboatwright@myescambia.com>; Christopher L. Anderson <CLANDERSON@myescambia.com>; Robert W. Freeman <rwfreeman@myescambia.com>; William C. Barrett <wcbarrett@myescambia.com>; William R. Powell <WRPOWELL@myescambia.com>
Subject: RE: [EXTERNAL]Road Prison Quote

Please see the questions below from Facilities on the new walk-in freezer.

Thanks,

Donna Brewton, CGFO
Correction Finance Manager
Escambia County Board of County Commissioners
Phone (850)595-3114
Cellphone (850)529-0782

From: William C. Barrett <wcbarrett@myescambia.com>
Sent: Thursday, July 30, 2020 1:54 PM
To: Donna L. Brewton <dlbrewton@myescambia.com>; William R. Powell <WRPOWELL@myescambia.com>
Cc: Cassie C. Boatwright <ccboatwright@myescambia.com>; Christopher L. Anderson <CLANDERSON@myescambia.com>; Robert W. Freeman <rwfreeman@myescambia.com>
Subject: Re: [EXTERNAL]Road Prison Quote

Is this freezer to replace one of the two freezers existing on site now? If so which one? The one closest to the kitchen is 16'x20' and the one in the parking lot is 20'x20'. If this is to replace the one near the kitchen there is extra work that will be required. The concrete slab is presently too small to accommodate a larger freezer and would need to be expanded. Also the transfer switch for the generator is located behind this freezer and a larger size freezer may interfere with access to this when needed. Please advise me on if I need to have a different size quoted. If not I do have an updated quote on a 20'x20' freezer.

William Barrett
Facilities Management
850-554-2723

> On Jul 29, 2020, at 1:11 PM, Donna L. Brewton <dlbrewton@myescambia.com> wrote:
>
> Any news?
>
> Donna Brewton, CGFO
> Correction Finance Manager
> Escambia County Board of County Commissioners
> Phone (850)595-3114
> Cellphone (850)529-0782

From: William C. Barrett <wcbarrett@myescambia.com>
Sent: Tuesday, July 21, 2020 12:17 PM
To: Johnstone <ryan.mills@johnstonesupply.com>
Cc: Cassie C. Boatwright <ccboatwright@myescambia.com>; William R. Powell <WRPOWELL@myescambia.com>; Donna L. Brewton <dlbrewton@myescambia.com>; Christopher L. Anderson <CLANDERSON@myescambia.com>; Robert W. Freeman <rwfreeman@myescambia.com>
Subject: Re: [EXTERNAL]Road Prison Quote

Ryan- Do you have any updates on the freezer quote I requested last week? I need something on the today.

William Barrett
Facilities Management
850-554-2723

> On Jul 21, 2020, at 12:10 PM, Donna L. Brewton <dlbrewton@myescambia.com> wrote:
>
> Good Afternoon,

Any update on this?

Thanks,

Donna Brewton, CGFO
Correction Finance Manager
Escambia County Board of County Commissioners
Phone (850)595-3114
Cellphone (850)529-0782

From: William C. Barrett <wcbarrett@myescambia.com>
Sent: Tuesday, July 14, 2020 6:01 PM
To: Donna L. Brewton <dlbrewton@myescambia.com>
Cc: Cassie C. Boatwright <ccboatwright@myescambia.com>; William R. Powell <WRPOWELL@myescambia.com>
Subject: Re: [EXTERNAL]Road Prison Quote

I stopped by Johnstone Supply today and spoke with Ryan. He is reworking the quote and hopefully will have it tomorrow. I will be on the road tomorrow, but I will update as soon as I have something.

William Barrett
Facilities Management
Cell: 850-554-2723

From: Donna L. Brewton <dlbrewton@myescambia.com>
Sent: Tuesday, July 14, 2020 5:58:14 PM
To: William C. Barrett <wcbarrett@myescambia.com>
Cc: Cassie C. Boatwright <ccboatwright@myescambia.com>; William R. Powell <WRPOWELL@myescambia.com>
Subject: RE: [EXTERNAL]Road Prison Quote

Cassie/Bill,

Any updates on this?

Thanks,

Donna Brewton, CGFO
Correction Finance Manager
Escambia County Board of County Commissioners
Phone (850)595-3114
Cellphone (850)529-0782

From: William R. Powell <WRPOWELL@myescambia.com>
Sent: Friday, July 10, 2020 9:02 PM
To: Donna L. Brewton <dlbrewton@myescambia.com>
Subject: FW: [EXTERNAL]Road Prison Quote

Regards,

W. Rich Powell
Chief, Escambia County Corrections

Please excuse the brevity of this message, it is sent from a mobile device.

-------- Original message --------
From: "Cassie C. Boatwright" <ccboatwright@myescambia.com>
Date: 7/10/20 18:36 (GMT-06:00)
To: "William C. Barrett" <wcbarrett@myescambia.com>
Cc: "William R. Powell" <WRPOWELL@myescambia.com>, "Christopher L. Anderson" <CLANDERSON@myescambia.com>, "Robert W. Freeman" <rwfreeman@myescambia.com>
Subject: Re: [EXTERNAL]Road Prison Quote

Thanks, Bill. They want to run with this as soon as we can. Johnstone should price under the purchasing cooperative program they are setting us up with. If over $25k, needs to go before the board so we need to get it on the next board agenda. Enjoy your weekend.

-Cassie

> On Jul 10, 2020, at 4:10 PM, William C. Barrett <wcbarrett@myescambia.com> wrote:
>
> I have called Ryan with Johnstone Supply to requote this with the three phase equipment. Also this quote only has one refrigeration system, this will require two. He should have this to me by Monday.
>
> William Barrett
> Facilities Management
> 850-554-2723
>
> > On Jul 10, 2020, at 3:06 PM, Cassie C. Boatwright <ccboatwright@myescambia.com> wrote:
> >
> > Can you get it quoted with the appropriate electrical, please? I think we can do the install.
>
> ---
>
> **From:** William C. Barrett <wcbarrett@myescambia.com>

Sent: Thursday, July 9, 2020 1:04 PM
To: Cassie C. Boatwright <ccboatwright@myescambia.com>
Cc: Christopher L. Anderson <CLANDERSON@myescambia.com>; Robert W. Freeman <rwfreeman@myescambia.com>
Subject: Re: [EXTERNAL]Road Prison Quote

From what I see the only issue on the quote:

1) The refrigeration condensers need to be 208/240 3phase. I have gone to the site and verified the power.

Also what is the plan during the installation of the new freezer for the product in the old freezer?

Is this going to be done by Facilities or an outside contractor?

Please let me know if I need to do anything else to help with this.

William Barrett
Facilities Management
850-554-2723

Sent from my iPhone

> On Jul 8, 2020, at 11:08 AM, Cassie C. Boatwright <ccboatwright@myescambia.com> wrote:
>
> Chris/Bill,
>
> How do we want to proceed to get this knocked out?
>
> ---
>
> **From:** Donna L. Brewton <dlbrewton@myescambia.com>
> **Sent:** Wednesday, July 8, 2020 10:39 AM
> **To:** Cassie C. Boatwright <ccboatwright@myescambia.com>
> **Cc:** William R. Powell <WRPOWELL@myescambia.com>; Reshonda C. Watson

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From: Walter L. Meacham Jr. <WLMEACHAM@myescambia.com>
Sent: Wednesday, July 8, 2020 9:59 AM
To: Kevin Barnes <KBARNES@myescambia.com>
Subject: Fw: [EXTERNAL]Road Prison Quote

Larry Meacham

Escambia County Road Prison
Office ph. 850-937-2100
cell 850-530-0209

From: Ryan Mills
<ryan.mills@johnstonesupply.com>
Sent: Monday, April 6, 2020 4:16 PM
To: Walter L. Meacham Jr.
Subject: [EXTERNAL]Road Prison Quote

WARNING! This email originated from an outside network. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Please see attached

[JS-Bug_CMYK2]
Ryan Mills | Branch Manager
Pensacola | Ft. Walton Beach
3900 North W Street Pensacola, FL 32505
OFFICE: 850-436-2008 CELL: 850-602-4657
ryan.mills@johnstonesupply.com<mailto:ryan.mills@johnstonesupply.com>

<image001.jpg>
<Escambia County Road Prison Quote .pdf>
<498493-2.pdf>
<Quote for Walk-in Freezer.pdf>

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18742 **County Administrator's Report 10. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Florida Department of Law Enforcement Justice Assistance Grant (JAG) Acceptance for Jail Alternative Initiative & Tactical Response Team Federal FY 19
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of the Florida Department of Law Enforcement Justice Assistance Grant Countywide Program Subgrant, in the Amount of $41,133, for the Federal Fiscal Year 2019-2020 Jail Alternative Initiative Project and Corrections Tactical Response Team (TRT) - William R. Powell, Director of Corrections

That the Board take the following action concerning the Justice Assistance Grant for the Federal Fiscal Year 2019-2020 Jail Alternative Initiative project:

A. Approve the acceptance of the Justice Assistance Grant (JAG) Countywide Program subgrant award, in the amount of $41,133, related to the Federal Fiscal Year 2019-2020 Jail Alternative Initiative and Corrections Tactical Response Team (TRT) Officer Training and Supplies Project;

B. Authorize the Chairman to sign the Acceptance of Federal Funding Assistance; and

C. Authorize the Chairman, as the County's authorized official, to execute any amendments or other related documents as may be required for the Jail Alternative Initiative and Tactical Response Team Officer Training and Supplies Project.

BACKGROUND:

As authorized by the Board on May 21, 2020, the Escambia County Corrections Department completed the Application for Funding Assistance related to the Justice Assistance Grant for the Jail Alternative Initiative and Tactical Response Team Project. The $41,133 Grant will be utilized for the Jail Alternative Initiative (JAI) and Tactical Response Team Projects. The JAI project will ensure that qualified offenders who are eligible for release are not penalized due to their inability to remit payment for the alternative electronic monitoring programs or drug patch program offered by the County. Eligible offenders have no monetary bond requirement with the condition of GPS monitoring, SCRAM (secure continuous remote alcohol monitor) unit, or a drug patch as a condition of release.

Funds will also be expended to support Corrections Officer Tactical Safety and Wellness. The ability for Corrections Officers to protect themselves during dangerous encounters is essential. The Escambia Corrections Tactical Response Team (TRT) responds to the transport of high-risk inmates, cell extractions, mass searches, riots and disturbances that potentially involve uncooperative or violent inmates. TRT officers are outfitted with extensive gear, including body armor, helmet, tactical gloves, handcuffs, and less lethal equipment such as pepper spray and diversion devices. Intense TRT Instructor-level training covering less lethal techniques and skills for dangerous situations will be accomplished under the JAGC Grant. Upon completion of the training, TRT Officers will have the ability to provide in-service training to other Escambia TRT members to enhance the abilities of the entire TRT team.

To accept the JAGC Grant award, the Board is required to sign the FDLE Acceptance of Federal Funding Assistance Form. The special condition noted regarding Escambia's procurement policy not appearing to comply with all federal procurement requirements has been discussed with FDLE. This special condition will be cleared as Escambia County has proven its compliance repeatedly as evidenced by frequent monitoring, auditing and reviews conducted by outside agencies within Corrections and all other County departments. To expedite the award in lieu of waiting for the change to be made administratively at the State level, it was recommended by FDLE to execute the Acceptance of Federal Funding Assistance Form with the understanding that the special condition will be cleared at the time of FDLE monitoring.

BUDGETARY IMPACT:

The Grant draw-downs will be processed on a cost reimbursement basis. No additional funds are being requested from the Board.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Award Acceptance document has been reviewed and approved for legal sufficiency by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

The Corrections Department staff will manage and implement the Grant project.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation complies with all provisions of the Board of County Commissioners' Grant Policy.

IMPLEMENTATION/COORDINATION:

Corrections Department Staff will administer the Grant related project.

Attachments

JAG Acceptance Form Signature Pg
JAG Standard Conditions
BCC Action 05.21.2020
JAG Grant Submitted

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: Escambia County Board of County Commissioners

Subgrant Number: 2020-JAGC-ESCA-3-5R-075

Project Title: JAIL ALT INITIATIVE,TRT,OFFICER HEALTHSAFETY FOR FFY 2019

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

Escambia County Board of County Commissioners
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Signature _____ Date _____

STEVEN BARRY, CHAIRMAN
Printed Name and Title

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-22-2020

Escambia County Department of Corrections
Authorizing Official (Official, Administrator, or Designated Representative)

Signature 10-8-20 Date

WILLIAM POWELL, CORRECTIONS DIRECTOR
Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature _____ Date _____

Printed Name and Title

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SPECIAL CONDITIONS

Subrecipient: Escambia County Board of County Commissioners

Subgrant Number: 2020-JAGC-ESCA-3-5R-075

Project Title: JAIL ALT INITIATIVE,TRT,OFFICER HEALTHSAFETY FOR FFY 2019

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S43428: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements. All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SUBAWARD STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do

not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee.*

12.0 Privacy Certification - The subrecipient must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing

agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 Flood Disaster Protection Act - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 Title IX of the Education Amendments of 1972 If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services**.**

7.0 Age Discrimination Act of 1975 - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due

process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or

implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by

reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://dos.myflorida.com/media/693576/gs1-sl-2017-final.pdf .

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend $750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other

applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 Cost Analysis - A cost analysis must be performed by the subrecipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 Allowable Costs - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 Unallowable Costs - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 Indirect Cost Rate - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

6.0 Sole Source - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds $250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s.

287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

7.0 **Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 **Contractual Services -** The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of $25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm

9.0 **Travel and Training -** The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 **Expenses Related to Conferences, Meetings, Trainings, and Other Events -** Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events

Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 Training and Training Materials – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. 2019-MU-BX-0036 awarded by the Bureau of Justice Assistance, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the

subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

14.0 Interoperable Communications Guidance - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

15.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

16.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

17.0 Task Force Training Requirement - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org).

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

SECTION VII: DHS Requirements

1.0 In regards to the program or activity funded in whole or in part under this subaward and throughout the period of performance for this award, no state or local government entity, agency or official may prohibit or in any way restrict:

Any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. For the purposes of this subaward, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

2.0 A subaward to a state or local government or a public institution of higher education, cannot be made unless a properly executed certification of compliance with 8 U.S.C. 1373 and 1644, signed by the chief legal officer of the subrecipient entity has been received by OCJG. Similarly, subrecipients cannot make a further subaward to a state or local government or a public institution of higher education, unless it first obtains a properly executed certification of compliance with 8 U.S.C. 1373 and 1644 signed by the chief legal officer of the third tier subrecipient.

3.0 Funding under this award cannot be subawarded to any subrecipient at any tier that is either a state or unit of local government or a public institution of higher education that is subject to any "information-communication restriction."

4.0 Subrecipients must notify FDLE (in writing) if it has credible evidence that indicates that a funded program or activity of a subrecipient at any tier that is either a state or local government or a public institution of higher education, may be subject to any "information-communication restriction."

5.0 For **STATE AGENCIES**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A state statute or a state rule, regulation, policy or practice must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the

purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A state statute, or a state rule, regulation, policy or practice must be in place that is designed to ensure that, when a state (or state contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

6.0 For units of **LOCAL GOVERNMENT**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that, when a local government (or local government contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

7.0 Noninterference: No Public Disclosure - Subrecipients (at any tier) are prohibited from making public disclosure of any federal law enforcement information in a direct, or indirect, attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 39, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

Funds under this program are prohibited from being used to make any public disclosure of federal law enforcement information in a direct, or indirect, attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 39, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

8.0 Noninterference: Interrogation of Certain Aliens - In accordance with federal law enforcement statutes and regulations, including 8 U.S.C. 1357(a) and 8 C.F.R. 287.5(a), which allow certain federal officers and employees the power to interrogate "any alien or person believed to be an alien" regarding their right to be or remain in the United states, and allows that power to be exercised "anywhere in or outside the United States," subrecipients (at any tier) are prohibited from interfering with the exercise of the power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any state or local government (or government contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be in the United States."

No state or local government entity, agency, or official may use funds under this award to interfere with the exercise of power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any state or local government (or government contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be in the United States."

9.0 Noninterference: Notice of Scheduled Release - Within the funded program or activity, no subrecipient (at any tier) may interfere with the "removal" process of an alien by failing to provide, as early as practicable, advance notice to DHS of the scheduled release date and time for a particular alien, if a state or local government (or government contracted) correctional facility received from DHS a formal written request pursuant to the INA that seeks such advance notice.

Subrecipients (at any tier) are not permitted to use subaward funds to interfere with the "removal" process of an alien by failing to provide, as early as practicable, advance notice

to DHS of the scheduled release date and time for a particular alien, if a state or local government (or government contracted) correctional facility received from DHS a formal written request pursuant to the INA that seeks such advance notice (see the following federal law enforcement statues, incorporated here by reference: 8 U.S.C. 1231, 8 U.S.C. 1226, and 8 U.S.C. 1366).

10.0 Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

11.0 Nothing in the above conditions shall be understood to authorize any subrecipient at any tier to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

1) New construction;

2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and

5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For subawards in excess of $100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm

14.0 Employment Eligibility Verification for Hiring Under This Award – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.

ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.

iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.

vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.

vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

15.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

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

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

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

Motion: Move the item A and B
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

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

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

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

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

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

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued...

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

Motion: Move the item in the affirmative A, B, C, D
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17904 **County Administrator's Report 12. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/21/2020
Issue: Application for Funding Assistance for JAG County-wide Funds to Support The Jail Alternative Initiative Project For FY 2019-2020
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

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

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

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

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

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

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

[Funding: The funds are made available through the Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide Solicitation, for the period beginning October 1, 2019, and terminating September

30, 2021. There is no cost to the County]

BACKGROUND:

The $41,133 Grant will be utilized for the Jail Alternative Initiative (JAI) and Tactical Response Team Projects. The JAI project will ensure that qualified offenders who are eligible for release are not penalized due to their inability to remit payment for the alternative electronic monitoring programs or drug patch program offered by the County. Eligible offenders have no monetary bond requirement with the condition of GPS monitoring, SCRAM (secure continuous remote alcohol monitor) unit or a drug patch as a condition of release.

Funds will also be expended to support Corrections Officer Tactical Safety and Wellness. The ability for Corrections Officers to protect themselves during dangerous encounters is essential. The Escambia Corrections Tactical Response Team (TRT)responds to the transport of high-risk inmates, cell extractions, mass searches, riots and disturbances that potentially involve uncooperative or violent inmates. TRT officers are outfitted with extensive gear, including body armor, helmet, tactical gloves, handcuffs, and less lethal equipment such as pepper spray and diversion devices. Intense TRT Instructor-level training covering less lethal techniques and skills for dangerous situations will be accomplished under the JAGC Grant. Upon completion of the training, TRT Officers will have the ability to provide in-service training to other Escambia TRT members to enhance the abilities of the entire TRT team.

This Grant will provide the needed funding to offset the costs associated with providing JAI services to indigent offenders and TRT Officer training and equipment beginning Fiscal Year 2019-2020.

BUDGETARY IMPACT:

The Grant draw-downs will be processed on a cost reimbursement basis. No additional funds are being requested from the Board.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Application has been reviewed and approved for legal sufficiency by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

The Corrections Department staff will manage and implement the Grant project.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation complies with all provisions of the Board of County Commissioners' Grant Policy.

IMPLEMENTATION/COORDINATION:

Corrections Department Staff will administer the Grant related project.

Attachments

FFY19 JAG C Grant Application
Lobby Debar Drug Free Cert
Subaward Mgt Questionnaire

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: Escambia County Board of County Commissioners
County: Escambia

Chief Official

Name: Steven Barry
Title: Chairman
Address: 221 Palafox Place
Suite 400
City: Pensacola
State: FL **Zip:** 32502-5629
Phone: 850-595-4950 **Ext:**
Fax:
Email: district5@myescambia.com

Chief Financial Officer

Name: Pam Childers
Title: Clerk of the Circuit Court and Comptroller
Address: 221 North Palafox Street
Suite 140
City: Pensacola
State: FL **Zip:** 32502-5827
Phone: 850-595-4830 **Ext:**
Fax:
Email: pchilders@EscambiaClerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: Escambia County Department of Corrections
County: Escambia

Chief Official

Name: William Powell
Title: Chief Corrections Officer
Address: 2251 North Palafox
City: Pensacola
State: FL **Zip:** 32501-1722
Phone: 850-595-3114 **Ext:**
Fax:
Email: wrpowell@myescambia.com

Project Director

Name: Donna Brewton
Title: Corrections Financial Manager
Address: 2251 North Palafox Street
City: Pensacola
State: FL **Zip:** 32501-1722
Phone: 850-595-3114 **Ext:**
Fax:
Email: DLBrewton@myescambia.com

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1: Administration

Section Questions:

Question: If yes to either #1 or #2, describe each practice AND provide a copy of each law or policy to criminaljustice@fdle.state.fl.us.

Answer: SB 168: Federal Immigration Enforcement. The bill prohibits state and local governments from having sanctuary policies in effect and requires such entities to support and cooperate with federal immigration enforcement.

Question: Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE)?

Answer: No

Question: Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

Answer: Yes

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: JAIL ALT INITIATIVE,TRT,OFFICER HEALTH\SAFETY FOR FFY 2019

Subgrant Recipient: Escambia County Board of County Commissioners

Implementing Agency: Escambia County Department of Corrections

Project Start Date: 4/1/2020 **End Date:** 6/30/2021

Problem Identification

Escambia County Corrections experiences overcrowding in their correctional facilities. To mitigate overcrowding, Escambia County advocates for providing alternatives to incarceration in the form of alternative programs and/or monitoring. This application is a continuation JAGC program grant for contractual services from 2020-JAGC-ESCA-1-Y5-014. This grant was awarded for the project period 10/01/18-03/31/20 in the amount of $47,213. The program has been deemed a success for its ability to provide alternatives to incarceration for the target population with its Jail Alternative Initiative (JAI).

During FFY18-19 Escambia County Corrections successfully monitored approximately 181 unduplicated participants, thus reducing the number of incarcerated offenders. Offenders frequently are unable to participate in alternative programs due to their inability to pay the fees associated with these programs. The fees are the financial responsibility of the offender and are necessary to cover the operating costs of the respective program. When qualified offenders are financially unable to pay for the associated monitoring fees it creates a barrier preventing offenders from participating in alternative programs, as such they remain in jail.

Additionally, the ability for a corrections officer to protect themselves in a dangerous encounter is essential. The Escambia Corrections Tactical Response Team (TRT) responds to the transport of high-risk inmates, cell extractions, mass searches, riots and disturbances that potentially involve uncooperative or violent inmates. TRT officers are outfitted with extensive gear, including but not limited to body armor, helmet, tactical gloves, handcuffs, and less lethal equipment such as pepper spray and diversion devices.

There is a need for advanced TRT training for the safety and welfare of officers and current TRT field equipment to optimize officers ability to perform tactical response. Currently the budget for the Escambia County Board of Commissioners does not have the resources to provide for the necessary expenses needed by the Escambia County Department of Corrections. Grant funding will provide the assistance necessary to purchase the equipment and supplies for the Tactical Response Team

Project Summary (Scope of Work)

The mission of the Escambia County Community Corrections Division is to provide community-based alternatives to incarceration that ensure public safety, promote responsible behavior and encourage positive lifestyles. When an offender is sentenced to a period of supervision via a community-based alternative to incarceration, the offender is required to pay the associated operational fees. These fees are necessary to maintain the viability of the various programs offered through Escambia County Community Corrections. For offenders who are deemed indigent by

the Court and/or the Community Corrections staff, assistance with payment of these fees through the Edward Byrne Memorial Justice Assistance Grant is being sought.

The grant will assist in ensuring the release of qualified low-level offenders from the Escambia County Jail. This would reflect a direct reduction in incarcerated offenders at the already overcrowded Escambia County Jail who will alternatively be placed in a supervised community-based program with assistance from the Edward Byrne Memorial Justice Assistance Grant. The primary emphasis of the Jail Alternative Initiative is to ensure that qualified offenders who are eligible for release are not penalized due to their inability to remit payment for the alternative programs associated fees. The grant will be utilized to offset the cost for indigent offenders released from the Escambia County Jail with an Electronic GPS monitoring device, drug patch/analysis, or SCRAM (secure continuous remote alcohol monitor) condition accompanying their terms of release. The fundamental objective of the Jail Alternative Initiative is to provide community-based alternatives to indigent offenders who are incarcerated and have been court-ordered to be released under Community Corrections supervision. This program is not designed and will be prohibited from paying any court ordered bond requirements. Eligible offenders will have no bond requirement and as a condition of release will follow their court ordered provision of monitored GPS, drug patch/analysis, or SCRAM program. Providing for the indigent offender population will assist in alleviating the overcrowding at the Escambia County Jail while more importantly providing indigent individuals the opportunity to participate in an alternative program they would not otherwise have access to.

Escambia County Department of Corrections has a goal to transition indigent offenders with bonds less than $1,000 to GPS, SCRAM, or Drug Patch monitoring as an alternative to jail confinement. The major activities associated with reaching the goals as outlined are the identification of candidates in the target population, registration of those candidates to GPS monitoring, followed by continued growth of the effectiveness of the program using factual data.

The Escambia Community Corrections Division is currently utilizing the lowest priced vendor for Electronic Monitoring Service (GPS) and Secure Continuous Remote Alcohol Monitor (SCRAM) units as determined by competitive quotes obtained by the department to provide all offenders with the lowest cost for court ordered tracking equipment required for their release. Grant funding would be used to remit payment for contractual obligations for the indigent offender population in our three (3) target groups: SCRAM; GPS Active; GPS Passive. Drug patch costs and analysis will be also provided by the lowest priced vendor as determined by a competitive bid process. Escambia utilizes a procurement suite called Vendor Registry that matches products and services by alerting vendors with bid notifications. This method of procurement allows Escambia County to reach a large and wide range of vendors thus bringing competitive bids, lower pricing and transparency to the bid process.

The GPS, SCRAM and Drug Patch and Analysis vendors minimum performance required for payment by the County will be established and accounted for through the local subcontract agreement. Documentation to support costs and activities will consist of a copy of the contractual agreement with the equipment provider, monthly logs with the name or identification number of each participant, the date of enrollment into the program and the date, time and duration of each monitoring appointment. The implementation of the Jail Alternative Initiative commenced in 2016 and will continue to serve the needs of the indigent population through September

30, 2020 or until funds are expended.

Within every jail or prison there is the potential for inmates to become disruptive, violent, or even riotous in nature. The way to respond to hostile and violent situations has dramatically changed over the past several years. Simply "running and reacting" to a dynamically developing situation is dangerous and unsafe for both the officers and the inmates involved. The Tactical Response Team (TRT) for Escambia County Corrections is made up of highly motivated and experienced Correction Officers that are trained to respond to dangerous encounters. The team is dedicated to the preservation of life and the presence of order within the Escambia County Jail. Each TRT officer is required to complete an intense tactical training program which demands physical strength and mental concentration during emergency situations. Utilizing grant funds, TRT Officers will be outfitted with less-than-lethal gear such as, Tasers, pepper spray, and diversion devices. Procurement of TRT Officer gear will be through a competitive bid process. Standard factory warranty and shipping will be included in the purchase price of equipment and will be procured during the grant period. Professional training for TRT leaders is essential to successfully deescalate dangerous situations and will be provided in addition to equipment training of all TRT members. TRT leaders will attend professionally administered four 8-hour instructor-level classes covering OC Aerosols, Impact Munitions, Chemical Munitions and Distraction Device Munitions. The student will acquire instructor-level knowledge of Defense Technology products, both technically and tactically, along with the skills necessary to conduct in-service training. Contingent upon current travel restrictions due to COVID19, it is anticipated that training will occur in the first quarter of 2021. Equipment will be procured after October 1, 2020 with final receipt of all items by December 31, 2020.

Copies of invoices and payment records will be provided to support expenditures for reimbursement. The deliverable for this agreement is the quarterly performance of the tasks and activities described in the scope of work in accordance with the local agency agreement. The County will request reimbursement of allowable costs identified in Section 4 on a quarterly basis. All activities discussed in the scope of work or project deliverables are for the expenses and contractual services provided to the Escambia County Department of Corrections.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 55

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 297619

Question: What is the Operating Capital Outlay threshold used by the subgrantee?
If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: $1,000

Question: What is the address of the location being used to provide services for this project?

Answer: Community Corrections, 2251 North Palafox Street, Pensacola, FL 32501.
Escambia County Jail, 2935 North "L" Street, Pensacola, FL 32501

Question: Describe your agency. (e.g., non-profit, community based, government)

Answer: Government

Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of Miami, Orange County, State of Florida)

Answer: Escambia County

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov?

Answer: Yes

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) $25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: No

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 07 - Corrections

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: No other resources will be utilized for the target population to participate in the Jail Alternative Initiative.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: None of the above.

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: No outreach activities as described are presently planned.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: None of the above. Not applicable, Not a Law Enforcement Agency.

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have

Section 3: Performance

multiple goals, describe each goal separately.

Goal: Jail Alternative Initiative: 1.Provide offenders alternatives to incarceration. 2.Reduce jail population. 3.Enable offenders to continue to meet employment, family, and academic obligations.
Tactical Response Team: 1.Officer safety and wellness providing adequate TRT training to avoid officer injury. 2.Provide appropriate tactical equipment to avoid officer and inmate injury or harm.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes, agency is aware of reporting requirements.

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: The barrier encountered for the Jail Alternative Initiative may be that demand exceeds the funding available to the target population. Barriers for the Tactical Response Team may be officer safety when advanced TRT training to protect against dangerous encounters with a violent subject is unavailable.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: JAI: Provide alternatives to incarceration, determined by judiciary discretion. Sentencing non-violent offenders to JAI program allows grantee to use limited jail space to house dangerous offenders. Community corrections allows continuation of employment,school,or counseling. TRT: Intense training to elevate TRT officer skills and knowledge in less lethal to tactical training courses. Training will sharpen officers` physical and strategic skills and study real-life scenarios.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

Section 3: Performance

Measure: Equipment 1

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

State Purpose Area: 4T - Training

Objectives and Measures

Objective: Attending Training - Questions for all recipients attending training.

Measure: Training A1

If your staff will attend training with JAG funds during the grant period, what type of training will they attend? If more than one training will be attended, answer for each separately. Answer from the following list: Certification Training, In-service/annual training, skill building, leadership/management, conference, other (please describe).

Goal: Instructor-level training covering less lethal techniques and skills for dangerous situations. Trainee will have the ability to provide in-service training to other members upon completion.

Measure: Training A2

Provide a short description of the training/conference which will be attended with JAG funds. If more than one training/conference will be attended, describe each separately.

Goal: Instructor Program providing four 8-hour instructor-level classes covering OC Aerosols, Impact Munitions, Chemical Munitions and Distraction Device Munitions. The student will acquire instructor-level knowledge of Defense Technology, both technically and tactically, along with the skills necessary to conduct in-service training.

Measure: Training A3

If your staff will attend a training/conference with JAG funds during the reporting period, how many hours will the training course last? A one day course is typically classified as an 8-hour course while a week long course is typically classified as a 40 -hour course. If more than one, describe each separately.

Goal: Four 8-hour instructor-level classes.

Measure: Training A4

If your staff will attend training/conference during the reporting period, how many individuals will attend the training/conference using JAG funds? If more than one training/conference was attended, answer for each separately.

Section 3: Performance

Goal: Two individuals will attend same training program.

State Purpose Area: 5C - Consultants/Contracts

Objectives and Measures

Objective: Consultants/Contracts - Questions for all recipients using consultants/contracts.

Measure: Consultants

Please describe what consultants/contracts will be paid for with JAG funds during the grant period. Include names, titles and areas of expertise where applicable.

Goal: Western States Contracting Association-National Association of Purchasing Officers (WSCABASPO) cooperative purchasing agreement for GPS. The procurement of drug patches services is through a competitive process to ensure that the lowest price is obtained. Drug patch test kits, overlays and analysis are provided by the lowest priced vendor identified by the platform 'Vendor Registry' a web-based tool for public purchasers of cities, counties, school districts, utilities, colleges-universities.

State Purpose Area: R25 - Questions for recipients of an award $25,000 or more.

Objectives and Measures

Objective: C General - Corrections questions for recipients of an award $25,000 or more.

Measure: C01

How would you describe your facility? Choose all that apply from the following list: Adult jail, Adult prison, Juvenile detention center, Other (please describe).

Goal: Adult jail, Work release, Work annex, Community corrections.

Measure: C02

Regardless of JAG funding, who does your facility house? Choose all that apply from the following list: Adult males, Adult females, Juvenile males, Juvenile females, Other (please describe).

Goal: Adult males, Adult females, Juvenile males, Juvenile females.

Measure: C03

How many supervision employees does your office/facility currently have on staff? Please count both full- and part-time employees.

Goal: 37

Measure: C04

Section 3: Performance

Of the supervision employees your office/facility currently has on staff, how many are JAG funded?

Goal: 0

Measure: C05

How many nonsupervision employees does your office/facility currently have on staff? Please count both full- and part-time employees.

Goal: 575

Measure: C06

Of the nonsupervision employees your office/facility currently has on staff, how many are JAG funded?

Goal: 0

Measure: C07

What is the operational (or rated) capacity of your correctional facility/facilities? If the award benefits more than one facility, please report the combined capacity.

Goal: 1908

Measure: C08

How many people are housed at your facility, regardless of JAG funding? If the award benefits more than one facility, please report the combined inmate/resident population.

Goal: 1600

Measure: C09

Will you use JAG funds to support Prison Rape Elimination Act compliance?

Goal: No

Measure: C10

Which of the following assessments or screenings does your agency typically conduct? Choose all that apply from the following: Risk/needs assessment, Mental health screening, Substance Abuse screening, Trauma screening, Physical health assessment, Intellectual disabilities assessment, None of the above, Other (please describe).

Goal: Risk/needs assessment, Mental health screening, Substance Abuse screening, Trauma screening, Physical health assessment, Intellectual disabilities assessment.

Measure: C11

When are candidates typically assessed/screened for the above? Choose from the following: Upon arrest/preadjudication, Within the first 6 weeks of sentencing, Within the first 6 months of sentence/time served, Post

Section 3: Performance

release, None of the above, Other (please describe).

Goal: Upon arrest/preadjudication.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000598

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$2,000.00	$0.00	$2,000.00
Expenses	$39,133.00	$0.00	$39,133.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$41,133.00**	**$0.00**	**$41,133.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI)? No

Section 4: Financial (cont.)

Budget Narrative:

Escambia County Corrections (ECC) has a goal to convert indigent offenders with bonds less than $1,000 to GPS/SCRAM/Drug Patch/Analysis monitoring as an alternative to jail confinement. The fees are the actual cost to the department, no program income is generated. The average length of sentencing is 180 days, as such the breakdown of the indigent offenders participating in the Jail Alternative Initiative (JAI) is proposed as follows:

CONTRACTUAL SERVICES (JAI) $2,592

-1 Active GPS at $3.20/day for 180 days = $576 (Attenti US)
-1 Passive GPS at $3.10/day for 180 days = $558 (Attenti US)
-2 SCRAM (Alcohol Monitoring) at $4.05/day for 180 days = $1,458 (Alcohol Monitoring Systems)

EXPENSES (JAI) $10,250.40

-Drug Patch Analysis, 10 offenders in compliance X 4 analysis per month X 6 months (180 Days) X $28.55 = $6,852
-Drug Patch Kits, 12 offenders X 4 drug patch per month X 6 months (180 Days/288 patches) X $10.80 =$3,110.40

Some offenders abscond or return to jail prior to drug patch analysis, therefor number of patches purchased do not align exactly with drug patch analysis numbers.

PharmChem Overlay $1 each for each patch kit necessary in Florida due to hot/humid climate. PharmChem Overlay will prevent adhesive from loosening resulting in a more effective test product. $288 for Overlays.

The procurement of drug patch services is through a competitive bid process to ensure that the lowest price is obtained. Drug patch test kits including overlays and analysis are provided by the lowest priced vendor identified by the platform 'Vendor Registry' a web-based tool for public purchasers of cities, counties, school districts, utilities, colleges and universities.

EXPENSES (OFFICER SAFETY) $29,840.91

Tactical Response Team Training and Equipment needs include the items as listed below.
-Training Less Lethal ICP Instructor Training November 3-6, 2020, in Troy, Alabama. Travel expenses for two (2) members = approximately $2,100 (including transportation, hotel, per diem, and registration fees)
-Pepperball LaunchersQTY 4 @ $744.45 = $2,977.80
-Pepperball electronic hopper QTY 2 @ $98.84 = $197.68
-Pepperball Inert Rounds QTY 4 @ $255.00 = $1,020.00
-Pepperball Pava Rounds QTY 2 @ $1,534.50 = $3,069.00
-Pepperball VXR LIVE-X 150ct QTY 2 @ $511.46 = $1,022.92
-Pepperball VXR INERT QTY 4 @ $387.20 = $1,548.80
-Less Lethal Ammunition QTY 80 @ $22.00 = $1760.00
-Bore Thunder Muzzle Bang QTY 10 @ $42.50ea = $425.00
-RLS Flashlight for helmets QTY 30 @ $118.00ea = $3,540.00

Budget Narrative (Continued):

-Less Lethal Shotgun Conversion Kit QTY 2 @ $104.55 = $209.10
-Shotgun Bandolier QTY 10 @ $19.99 = $200.00
-Tactical Hood QTY 30 @ $24.99 ea = $749.70
-Glock 22 Gen4.40 for less lethal use QTY 6 @ $455.40 = $2,732.40
-Thigh Tactical Holster Quick Release QTY 6 @ $234.00 = $1,404.00
-Atlas 72 hour tactical backpack QTY 25 @69.99 = $1,749.75
-Tactical Helmet ATE bump QTY 25 @ 199.00 = $4,975.00
-XTS Single Point Bungee QD Sling QTY 8 @ $19.97= $159.76

Standard factory warranty on all equipment. Expenditures will occur during the grant period.

JAG funds will be used to pay for any applicable shipping or freight costs.

Any expenditures over the cost of allocated JAG funding will be paid by the Escambia County BOCC.

BUDGET TOTAL $42,683.31

JAGC BUDGET TOTAL: $41,133

ECC BUDGET TOTAL: $52,953.71

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: Competitive bid process.

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: The Escambia Community Corrections Division is currently utilizing the lowest priced vendor for Electronic Monitoring Service (GPS) and Secure Continuous Remote Alcohol Monitor (SCRAM) units as determined by competitive quotes obtained by the department in October 2019. The GPS unit pricing applies to the pricing plan for active and passive GPS monitoring units. The fixed rate is $3.20 per offender per day for active monitoring and $3.10 per offender per day for passive monitoring. The fixed rate for the SCRAM units are $4.05 per offender per day.

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SUBAWARD STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do

not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee.*

12.0 Privacy Certification - The subrecipient must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing

agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 Flood Disaster Protection Act - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 Title IX of the Education Amendments of 1972 If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services**.**

7.0 Age Discrimination Act of 1975 - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due

process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or

implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by

reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://dos.myflorida.com/media/693576/gs1-sl-2017-final.pdf .

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend $750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other

applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 Cost Analysis - A cost analysis must be performed by the subrecipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 Allowable Costs - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 Unallowable Costs - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 Indirect Cost Rate - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

6.0 Sole Source - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds $250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s.

287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

7.0 **Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 **Contractual Services -** The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of $25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm

9.0 **Travel and Training -** The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 **Expenses Related to Conferences, Meetings, Trainings, and Other Events -** Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events

Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 Training and Training Materials – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. 2019-MU-BX-0036 awarded by the Bureau of Justice Assistance, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the

subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

14.0 Interoperable Communications Guidance - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

15.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

16.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

17.0 Task Force Training Requirement - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org).

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

SECTION VII: DHS Requirements

1.0 In regards to the program or activity funded in whole or in part under this subaward and throughout the period of performance for this award, no state or local government entity, agency or official may prohibit or in any way restrict:

Any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. For the purposes of this subaward, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

2.0 A subaward to a state or local government or a public institution of higher education, cannot be made unless a properly executed certification of compliance with 8 U.S.C. 1373 and 1644, signed by the chief legal officer of the subrecipient entity has been received by OCJG. Similarly, subrecipients cannot make a further subaward to a state or local government or a public institution of higher education, unless it first obtains a properly executed certification of compliance with 8 U.S.C. 1373 and 1644 signed by the chief legal officer of the third tier subrecipient.

3.0 Funding under this award cannot be subawarded to any subrecipient at any tier that is either a state or unit of local government or a public institution of higher education that is subject to any "information-communication restriction."

4.0 Subrecipients must notify FDLE (in writing) if it has credible evidence that indicates that a funded program or activity of a subrecipient at any tier that is either a state or local government or a public institution of higher education, may be subject to any "information-communication restriction."

5.0 For **STATE AGENCIES**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A state statute or a state rule, regulation, policy or practice must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the

purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A state statute, or a state rule, regulation, policy or practice must be in place that is designed to ensure that, when a state (or state contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

6.0 For units of **LOCAL GOVERNMENT**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

i. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

ii. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that, when a local government (or local government contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

7.0 Noninterference: No Public Disclosure - Subrecipients (at any tier) are prohibited from making public disclosure of any federal law enforcement information in a direct, or indirect, attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 39, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

Funds under this program are prohibited from being used to make any public disclosure of federal law enforcement information in a direct, or indirect, attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 39, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

8.0 Noninterference: Interrogation of Certain Aliens - In accordance with federal law enforcement statutes and regulations, including 8 U.S.C. 1357(a) and 8 C.F.R. 287.5(a), which allow certain federal officers and employees the power to interrogate "any alien or person believed to be an alien" regarding their right to be or remain in the United states, and allows that power to be exercised "anywhere in or outside the United States," subrecipients (at any tier) are prohibited from interfering with the exercise of the power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any state or local government (or government contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be in the United States."

No state or local government entity, agency, or official may use funds under this award to interfere with the exercise of power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any state or local government (or government contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be in the United States."

9.0 Noninterference: Notice of Scheduled Release - Within the funded program or activity, no subrecipient (at any tier) may interfere with the "removal" process of an alien by failing to provide, as early as practicable, advance notice to DHS of the scheduled release date and time for a particular alien, if a state or local government (or government contracted) correctional facility received from DHS a formal written request pursuant to the INA that seeks such advance notice.

Subrecipients (at any tier) are not permitted to use subaward funds to interfere with the "removal" process of an alien by failing to provide, as early as practicable, advance notice

to DHS of the scheduled release date and time for a particular alien, if a state or local government (or government contracted) correctional facility received from DHS a formal written request pursuant to the INA that seeks such advance notice (see the following federal law enforcement statues, incorporated here by reference: 8 U.S.C. 1231, 8 U.S.C. 1226, and 8 U.S.C. 1366).

10.0 Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

11.0 Nothing in the above conditions shall be understood to authorize any subrecipient at any tier to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

1) New construction;

2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and

5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For subawards in excess of $100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm

14.0 Employment Eligibility Verification for Hiring Under This Award – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.

ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.

iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.

vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.

vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

15.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18842 **County Administrator's Report 10. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Employee Leave Buyback Program
From: Jana Still, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Employee Leave Incentive Program/Leave Buyback - Jana Still, Human Resources Department Director

That the Board take the following action concerning the Employee Leave Incentive Program:

A. Approve the employee buyback program for this fiscal year for eligible participating employees of the Board of County Commissioners and other elected officials; and

B. Waive the BCC Annual Leave Incentive Policy - Section II, C27 and the Human Resources Policy found in Section 9.3(d)-(e), which states that the amount of hours remaining after the sale of leave must be a minimum 240 hours and the maximum amount of hours sold back annually not exceed 40 hours, and allow eligible employees to sell back a maximum of 80 hours of qualifying leave with a minimum remaining balance of 100 hours of combined qualifying leave.

[Funding Source: Various Funds]

BACKGROUND:

Since 2012, the Board has annually authorized the employee leave buyback program, allowing current employees to sell, or redeem, a set amount of leave back to the County at their current hourly rate of pay. Sick leave and ELB do not currently qualify for the buyback program and are not considered when determining the remaining leave balance. This Recommendation includes a draft of the Form, which explains the terms of the buyback to a participating employee to be used if this action is approved.

The majority of the program's estimated cost of $1,000,000 would be borne by the General Fund. This estimate is based on Fiscal Year 2019 buyout cost of $865,000.00 and Fiscal Year 2020 buyout cost of $768,000.00. Also, if the Board does elect to participate in the leave buyback program, the Human Resources Department will negotiate with each Union prior to any participation by bargaining unit employees.

BUDGETARY IMPACT:

The estimated cost of the program is $1,000,000.00, with the majority of the cost borne by the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy: Annual Leave Incentive Policy - Section II, C27
Civil Service Board Rule, Section 8.3, Leave Incentive Plan
Human Resources Policy Section 9.3

IMPLEMENTATION/COORDINATION:

Human Resources will work in conjunction with each department and the Clerk's Office to ensure that the leave is appropriately paid out.

Attachments

Leave Redemption Election Form 2020
2019 Board Action

ESCAMBIA COUNTY
HUMAN RESOURCES DEPARTMENT

2020 Leave Redemption Election Form

The Board of County Commissioners approved a leave redemption program at the November 5, 2020, meeting whereby employees may redeem up to eighty (80) hours of their leave (excluding sick leave).

I elect to redeem_____hours from leave balances as follows:

Annual Leave	_____ hours
Compensatory Time	_____ hours
Paid Time Off (PTO)	_____ hours
MOB	_____ hours

I understand that:

- I must be a full-time employee to participate;
- I may redeem a minimum of 10 hours and a maximum of 80 hours;
- Hours shall be redeemed in whole hour increments i.e. no fractions of hours;
- Once redeemed, the leave shall be permanently deducted from my balance;
- I must maintain a balance of 100 hours of annual leave and/or compensatory time and/or PTO and/or MOB after the redemption;
- The program will be based on my balance as of December 11, 2020, as reported on the December 25, 2020, pay;
- This request must be submitted to my Department Timekeeper no later than December 25, 2020;
- Payment for my leave shall be included on the January 8, 2021, pay; and
- The redemption of my leave is strictly voluntary.

_____	_____	_____
Signature of Employee	Printed Name	Date
_____	_____	_____
Signature of Timekeeper	Date	Employee ID#

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Recommendation: That the Board take the following action concerning an employee leave buyback program:

A. Approve an employee buyback program this fiscal year for eligible participating employees of the Board of County Commissioners and other elected officials; and

B. Waive the Human Resources Policy found in Section 9.3(d)-(e), which states that the amount of hours remaining after the sale of leave must be a minimum 240 hours and the maximum amount of hours sold back annually not exceed 40 hours, and allow eligible employees to sell back a maximum of 80 hours of qualifying leave with a minimum remaining balance of 100 hours of combined qualifying leave.

[Funding Source: Various Funds $1,800,000 (estimated maximum)]

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-1, with Commissioner Underhill voting "no"

III. FOR DISCUSSION

1. Recommendation: That the Board take the following action regarding the acquisition of property located at 6400 North "W" Street and two adjoining vacant lots on Stumpfield Road:

A. Authorize the purchase of real property located at 6400 North "W" Street (2.08 acres) and two adjoining vacant lots on Stumpfield Road (1.28 acres), owned by Beach Community Bank, for the Escambia County Tax Collector, for $1,580,000, which is the average of the two County-obtained appraisals;

B. Approve, or deny, the Contract for Sale and Purchase for the acquisition of real property located at 6400 North "W" Street (2.08 acres) and the two adjoining vacant lots on Stumpfield Road (1.28 acres), from Beach Community Bank, for $1,580,000;

C. Accept, for information, the Public Disclosure of Interest Form provided by Beach Community Bank; and

(Continued on Page 20)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18828 **County Administrator's Report 10. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Group Medical Insurance
From: Jana Still, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Group Medical Insurance - Jana Still, Human Resources Department Director

That the Board takes the following action concerning Group Medical Insurance:

A. Approve the renewal action with Great Midwest Insurance Company as the County's Stop Loss Carrier from January 1, 2021, to December 31, 2021; and

B. Authorize the County Administrator to sign the Great Midwest Insurance Company Health Benefit Plan Excess Loss Coverage Signature Page.

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

BACKGROUND:

Stop Loss premiums are negotiated on an annual basis. USI solicited the market again this year.

Stop Loss Costs - 2021 Renewal

- Initial stop loss renewal (spec and agg./rates) (fixed costs) with no contract or plan provision changes increased by 27.3% or $993,750 over current amount of $779,293 for a projected annual increase of $214,457.
- Final and firm negotiated fixed cost rates represent an increase of 8.2% or $63,943 ($2.97 per employee per month).
- This minimal increase does not warrant reworking of the 2021 approved budget as it only adjusts to a downward percentage of .25%.
- If we equate this to the amount spent on 1792 employees enrolled in medical plans,

the increase per employee per year (PEPY) is $1,827 or $152 per employee per month (PEPM).

Stop Loss Provisions 2021

- Specific stop loss per individual remains at $275,000.
- No lasers have been applied. - This is the practice of assigning a higher specific deductible for an individual with a known condition that is likely to exceed the specific deductible. It is essentially used when an individual on a plan possesses a higher pre-disposition for illness or higher health care cost than other employee.
- The Contract maintains its “Paid” reimbursement status, which is the most favorable type of Contract due to the protection it provides to an employer.
- The Contract maintains a $100,000 aggregating specific deductible.
- 2022 stop loss provisions, if coverage renews with Great Midwest, offers a rate cap of no more than a 50% increase on specific and aggregate premiums, as well as no lasers will be imposed in 2022.
- The value of these two provisions will continue to protect large or catastrophic RX claim spending, as the medical programs under Affordable Care Act (ACA) have unlimited coverage for services covered on the medical plan.

Timeline/Delivery of Renewal

- As medical plans continue to have unlimited reimbursements for services covered on medical plans, stop loss carriers continue to request additional months of claim data, as they want to ensure their exposures and losses are protected.
- Thus, firm rates often require the review of claims through October by stop loss vendors.
- USI was able to negotiate the review of claims through September and secure firm rates without the need for additional claim data review.
- Claims are provided in arrears meaning claims paid for the month of August are not available until the middle or end of September and this trends progressively forward, meaning September claims are not available until the end of October.
- Through August, there are six claimants over $200,000 with the top claimant at $245,482.

BUDGETARY IMPACT:

[Funds are available in Fund 501, internal Service Fund, Cost Center 150108, Object Code 54501]

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department will coordinate with Legal, the Office of Purchasing, and USI to distribute the Agreement.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18817 **County Administrator's Report 10. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Approval to Issue Fiscal Year 2020-2021 Purchase Order in Excess of $25,000, for the Human Resources Department
From: Jana Still, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Purchase Order, in Excess of $25,000, for Drug, Alcohol, and Nicotine Testing Program - Jana Still, Human Resources Department Director

That the Board approve the issuance of a blanket Purchase Order, in excess of $25,000, for Fiscal Year 2020/2021, based upon the previously awarded or approved annual requirement Contract or Contractual Agreement for the Human Resources Department.

Vendor/Contractor	Amount	Contract Number	
Drug Free Workplaces, Inc. Vendor Number: 042368 Cost Center: 150101 Object Code: 53101	$30,000	PD 18-19.020	

[Funding: Fund 001, General Fund, Cost Center150101, Object Code 53101]

BACKGROUND:

The Contract for this program was approved by the Board on February 21, 2019, and was built into the budget for Fiscal Year 2020/2021. The contractual amount is in excess of $25,000 dollars. Issuance of this Purchase Order is essential to continue performing random, accident-related, and new hire drug, alcohol, and nicotine testing which is regulated by Federal, State, and Local law and facilitated by the Human Resources Department.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Drug Free Workplaces, Inc. Vendor Number: 042368 Cost Center: 150101 Object Code: 53101	$30,000	PD 18-19.020

[Fund 001, General Fund, Cost Center 150101, Object Code 53101]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Human Resources Department will coordinate with the Office of Purchasing to generate a Purchase Order as the instrument for placing orders and making payments to provide services.

Attachments

Drug Free Workplaces Contract

AGREEMENT FOR DRUG, ALCOHOL, AND NICOTINE TESTING SERVICES (PD 18-19.020)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, with an administrative office located at 221 Palafox Place, Pensacola, Florida 32502, and Drug Free Workplaces USA, LLC, a for-profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 59-3173782, whose principal address is 27 West Romana Street, Pensacola, FL 32502 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on January 7, 2019, the County issued an Invitation to Bidders (PD 18-19.020) seeking a contractor to provide drug, alcohol, and nicotine testing services; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such service as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence upon the date last executed and continue for an initial term of thirty-six (36) months. Upon mutual agreement of the parties, the Agreement may be renewed for up to two additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew and extend, shall not exceed the duration of five (5) years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bidders, Drug, Alcohol, and Nicotine Testing Services, Specification No. P.D. 18-19.020*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

4. Compensation. In exchange for the Contractor's provision of the scope of services referenced in Section 3 above, the County will pay the Contractor for services rendered in accordance with the rates provided in the Contractor's bid form, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this Agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for supplies provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

8. Indemnification. The Contractor agrees to hold harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages or economic loss, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Professional Liability with $1,000,000 per occurrence minimum limits; and

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: Drug Free Workplaces USA, LLC
Attention: Carol Law
27 West Romana Street
Pensacola, FL 32534

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Any party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall

maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. Contractor shall at all times maintain appropriate licensing, certification, and registration while performing services pursuant to this Agreement.

16. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

17. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

18. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

19. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to.

Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

20. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement will be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

21. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: Shannara Jermigan

By: Amy Lovoy
Amy Lovoy, Interim County Administrator

Date: 3/15/19

Witness: Karin A. Bartlett

BCC Approved: 2/21/2019

CONTRACTOR: DRUG FREE WORKPLACES USA, LLC

Witness: Rhonda Hatfield

By: Carol J. Law
Carol J. Law, President

Witness: Anna Barnes

Date: 3/14/19

Approved as to form and legal sufficiency.

By/Title: K. Hearn SACA
Date: 2/15/19

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

DRUG, ALCOHOL AND NICOTINE TESTING SERVICES

SPECIFICATION NUMBER PD 18-19.020

BIDS WILL BE RECEIVED UNTIL 2:00 p.m., CDT, January 23, 2019

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Lumon J. May, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Steven Barry
Douglas B. Underhill

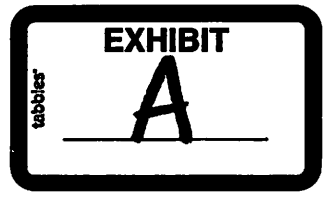
From:
Paul R. Nobles
Purchasing Manager

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4918
E-Mail: prnobles@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. **Lack of Good Faith:**

   The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
DRUG, ALCOHOL AND NICOTINE TESTING SERVICES
SPECIFICATION PD 18-19.020

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Letter from Insurance Carrier as Specified in the "Insurance Requirements"

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID

DRUG, ALCOHOL AND NICOTINE TESTING
PROJECT NAME
PD 18-19.020

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

	Page
Solicitation, Offer, and Bid Form *	1
Scope of Work	4
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	8
Drug-Free Workplace Form **	10
Information Sheet for Transactions and Conveyances Corporate Identification **	11
List of General Terms and Conditions (Incorporated by Reference)	13
Special Terms and Conditions	15

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND BID FORM

SUBMIT OFFERS TO:
Paul R. Nobles, CPPO, CPPB
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4953 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid
DRUG, ALCOHOL AND NICOTINE TESTING SERVICES
SOLICITATION NUMBER: PD 18-19.020

SOLICITATION

MAILING DATE: January 7, 2019
OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CDT, January 23, 2019** and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME:_____
ADDRESS:_____
CITY, ST. & ZIP:_____
PHONE NO.: (_____)_____
TOLL FREE NO.: (_____)_____
FAX NO.: (_____)_____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

Bid Form

DRUG, ALCOHOL AND NICOTINE TESTING SERVICES

Testing - Includes collection, initial test, confirmation, medical review and reporting

Alcohol	$ _____ per test
Drug	$ _____ per test
Drug-FDLE requirements	$ _____ per test
Nicotine	$ _____ per test

Random Selection Procedure:

Set-up Fee	$ _____
Maintenance Fee	$ _____
Education Materials (Approximately 1000 employees)	$ _____
On-Site Supervisory Workshops (Two Annually) (to include travel and related expenses)	$ _____
Workshop Training Materials (materials provided for all attendees)	$ _____
BCC Policy Reviews and Updates (annually or as requested)	$ _____
Consulting (annually or as requested)	$ _____
Deposition and Legal Testimony (to include travel and related expenses)	$ _____

Qualification of Offerors

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

1. List previous contracts of similar work with contact person, name of company and telephone number.

   _____

   _____

   Provide additional pages as required.

2. List of facilities available to do the work.

   _____

   _____

   Provide additional pages as required.

3. List Medical Review Officer (Must be licensed doctor of medicine).

   _____

   Provide additional pages as required.

4. Substance Abuse Professional Administration Certification or similar type certification.

   _____

   Provide additional pages as required.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding***).
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number_____

Occupational License No._____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox___

Bidder:_____

By:_____

Title:_____

Address:_____

_____

Person to contact concerning this bid:

_____

Phone_____

Fax_____

E-Mail Address:_____

Person to contact for emergency service:

_____

Phone_____

Cell_____

SCOPE OF WORK
DRUG, ALCOHOL AND NICOTINE TESTING SERVICES

The Provider agrees as follows:

1.1 To provide the County with their services for the purposes of complying with the rules issued by the U. S. Department of Transportation at 49 CFR Parts 382, 391, 392, and 40, in regard to drug and alcohol breath testing for current and prospective employees who operate commercial motor vehicles in the course of County employment and who are subject to commercial driver's license requirements.

1.2 To provide the County with their services for the purposes of complying with the rules issued by the U. S. Department of Transportation, Federal Transit Administration (FTA) at 49 CFR Parts 29, 40 and 655, as amended, in regard to governing workplace anti-drug and alcohol programs in the transit industry.

1.3 To provide the County with their services for the purposes of compliance with the County's Wellness Incentive Program in regard to nicotine testing for current employees.

1.4 To maintain appropriate professional certification, e.g., Substance Abuse Program Administrators Association (SAPAA) Certification or similar certification. Additionally, medical review officers, collection site persons, breath alcohol technicians, substance abuse professionals, laboratories and evidential breath testing devices must meet and maintain the standards set forth in 49 CFR 40. (For additional information on SAPAA you can go to their web site at www.sapaa.com)

1.5 To remain current with Florida Legislation and comply with all federal, state and local ordinances, including but not limited to: (a) The Occupational Safety and Health Act, 29 CFR 1910, General Industry Standards; (b) Florida Statutes, Chapter 440, Workers' Compensation, particularly with respect to sections regarding the drug free work place; (c) Florida Administrative Code, Rules 38F and 38I; (d) Escambia County Substance Abuse Policy; and (e) Escambia County Tobacco-Free Workplace Policy.

1.6 To be available for expert testimony in the event of legal challenges to the validity of results as requested by the County.

1.7 To be available to consult with the County's Human Resources Department and/or the County's Legal Department upon request.

1.8 To perform drug screens by emit with reflexive gas chromatography/mass spectrophotometer (GC/MS) confirmation of all positive test results. To perform alcohol testing as outlined in 49 CFR Part 40. The following drugs shall be included in the screening: amphetamines, cocaine, marijuana, opiates, and phencyclidine. Employees subject to the Florida Department of Law Enforcement (FDLE) requirements shall additionally be screened for barbiturates, benzodiazepines, and methaqualone. To perform the Health Professional Panel drug screens for employees when management believes there is reasonable suspicion of substance abuse and for post-accident purposes.

1.9 To perform random testing based on the following procedures: The County will send the names of the employees eligible for random drug, alcohol and nicotine testing. There are four selection pools to be maintained. The numbers for the pools are (1) DOT approximately 135 employees, (2) Non-DOT approximately 1180 employees, (3) FTA approximately 100 employees

and (4) nicotine approximately 1420 employees. All four pools shall be submitted on a quarterly basis to the Provider.

The Provider will enter the employees' names into their computer and the computer program will randomly select the employees that are to be tested. The Provider will handle the entire selection procedure.

The DOT pool draws 50% for drug testing and 10% for alcohol testing. The pool draw is 2% for nicotine testing. The Non-DOT pool draws 50% for drug testing. There will be approximately-685 random drug tests per year and 23 alcohol tests per year. There will be approximately 114 nicotine tests per year.

2.0 To perform pre-employment testing for employees who are in safety sensitive and special risk positions.

2.1 Set-up fees shall include initial set-up of a database of employees.

2.2 To perform all drug, alcohol and nicotine testing at a facility in compliance with SSPAA and FDOT regulations and guidelines. Results are to be provided to the County within 2-3 working days after the test. The required times and days for drug and alcohol testing is twenty-four hours, seven days a week; but most are done Monday through Friday from 7:00 a.m. to 5:00 p.m. The required times and days for nicotine testing will be Monday through Friday from 7:00 a.m. to 5:00 p.m.

2.3 To provide a facility that shall be available for after hours testing for reasonable suspicion and post accident testing.

2.4 To make available the services of a Medical Review Officer (MRO), who is a licensed doctor of medicine with knowledge of substance abuse disorders, laboratory testing procedures and chain of custody collection procedures. The MRO will verify test results and possess the necessary medical training to interpret and evaluate an individual's positive test result in relation to that person's medical history or any other relevant biomedical information.

2.5 To make available the services of the MRO who shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not disclose to the County or any third party medical information provided by a tested individual to the MRO unless permitted by regulation or, in the MRO's reasonable judgment the information indicates that performance by the individual could pose a significant safety risk.

2.6 To ensure all results and records received by the Provider will be kept on file as required by law. Results of the testing program and the test cutoff levels for all employees will be reported to designated management representatives via electronic mail.

2.7 To provide an annual on-site supervisory workshop. This training should last at least two, but no more than four hours. The U. S. Department of Transportation (DOT) requires supervisors to be trained at least 60 minutes on alcohol misuse and receive at least an additional 60 minutes of training on controlled substance use. In consultation with the Human Resources Department, supervisors will use this training to assist them in determining whether or not reasonable suspicion exists. The DOT training will be held annually and shall include the physical behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. The County will designate additional training topics.

2.9 To provide educational materials that shall be printed pamphlets covering the topics of Substance Abuse and Drug Testing.

3.0 Both parties to this Contract are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, principal-agent or employer-employee, and neither party shall have the power to bind the other whatsoever beyond the terms of this Contract.

3.1 This Contract shall be for three (3) years, unless terminated in accordance with the Special Terms and Conditions.

3.1 If during the term of this Contract there is a significant change in the requirements as a result of regulatory or statutory changes, both parties agree to renegotiate the services and fees provided herein.

3.2 The parties hereto agree the terms hereof are to be construed according to Florida law and that venue for any action arising hereunder shall be appropriate in Escambia County, Florida, where the services provided for herein shall be deemed to be rendered.

3.3 Pursuant to the requirements of Florida Law and Article II of Chapter 46 of the Code of Ordinances of Escambia County, the County's performance and obligations to fund this Contract shall be contingent on an annual appropriation by Escambia County Board of County Commissioners.

3.4 The Provider agrees to invoice the County for services provided under this Contract on a monthly basis.

3.5 The Provider shall submit an electronic copy of its monthly invoice to the County on or before the 25th day of each month for work performed during the previous month. The invoice shall be itemized and on a form approved by the Clerk of the Circuit Court's Finance Office.

3.6 That the County shall, within thirty (30) days after approval of the invoice, pay the Provider the amounts approved.

3.7 That the Provider acknowledges that this Contract and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Provider fails to abide by the provisions of Chapter 119, Florida Statues, the County may, without prejudice to any right or remedy and after giving the Provider and its surety, if any, seven (7) days written notice, during which period the provider still fails to allow access to such documents, terminate the employment of the Provider, in such case, the Provider shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owning the Provider (excluding monies owed the Provider for subcontractor work).

3.8 Neither the Provider nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County, gifts, entertainment, payments, loans, or other gratuities. The Provider acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Provider, the Provider agrees to abide with such statutes.

3.9 The Provider hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee or agent of the Provider now has or will have. Said disclosure shall be made by the Provider contemporaneously with the execution of this Contract and at any time thereafter that such facts become known to the Provider. The Provider at all times shall perform its obligations under this Contract in a manner consistent with the best interests of the County. Failures to abide by this section shall result in the immediate termination of this Contract.

4.0 All other provisions, which, by their inherent character, sense, and context are intended to survive termination of the Contract, and shall survive the termination of the Contract.

4.1 The invalidity or non-enforceability of any portion or provision of this Contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance hereof shall be construed and enforced as if this Contract did not contain such invalid or unenforceable portion or provision.

4.2 The Provider shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Contract. Without limiting the generality of the foregoing, the Provider shall observe all rules and regulations, of federal, state, and local officials relating to the subject matter of this Contract.

4.3 The failure of the Provider or the County to insist upon the strict performance of the terms, and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Contract.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____
Vice President:_____ Treasurer:_____
Director:_____ Director:_____
Other:_____ Other:_____

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box:_____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
E-mail: _____
Telephone Number:_____
Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

(850) 488-9000 Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.020, "Drug, Alcohol and Nicotine Testing Services", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

Escambia County, FL is seeking a qualified company to provide drug, alcohol and nicotine testing on current and prospective employees of Escambia County.

2. **Procurement Questions**

Questions may be directed Paul Nobles CPPO, CPPB, FCN, FCCM, Purchasing Manager. Phone: (850) 595-4918, e-mail: prnobles@myescambia.com. Last day for questions 5:00 p.m. CDT, January 30, 2019.

3. **Bid**

This Solicitation contains a Solicitation and Offer Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

5. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

6. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

7. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

8. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

9. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for two (2) price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

10. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

11. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

12. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

5. List previous contracts of similar work with contact person, name of company and telephone number.

6. List of facilities available to do the work.

7. List Medical Review Officer (Must be licensed doctor of medicine).

8. Substance Abuse Professional Administration Certification or similar type certification.

Failure to submit the above requested information may be cause for rejection of your offer.

13. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

14. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

15. **Award**

Award shall be made on an "all-or-none total" basis.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown in the scope of work. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,
during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

17. **Quantity**

Number of times the service is required will vary during the term of this contract. The service will be requested by Escambia County on an "as needed" basis.

Insurance Requirements

18. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a

minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying

policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Professional Liability Coverage
The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Paul Nobles CPPO, CPPB, FCN, FCPM, FCCM, Purchasing Manager
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

19. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of
the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND BID FORM

SUBMIT OFFERS TO:
Paul R. Nobles, CPPO, CPPB
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4953 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid
DRUG, ALCOHOL AND NICOTINE TESTING SERVICES
SOLICITATION NUMBER: PD 18-19.020

SOLICITATION

MAILING DATE: January 7, 2019
OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CDT, January 23, 2019** and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 59-3173782

TERMS OF PAYMENT: Net 30

DELIVERY DATE WILL BE 1 **DAYS AFTER RECEIPT OF PURCHASE ORDER.**

VENDOR NAME: Drug Free Workplaces USA LLC
ADDRESS: 27 W Romana Street
CITY, ST. & ZIP: Pensacola, FL 32502
PHONE NO.: (850) 434-3782
TOLL FREE NO.: (800) 430-3782
FAX NO.: (850) 434-8244

REASON FOR NO OFFER:

BID BOND ATTACHED $ N/A

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Dr. Carol J. Law, President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPED OR PRINTED)

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER (MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

Bid Form

DRUG, ALCOHOL AND NICOTINE TESTING SERVICES

Testing - Includes collection, initial test, confirmation, medical review and reporting

Alcohol	Collection at LabCorp	$ 27.45	per test
Drug	Collection at LabCorp	$ 27.45	per test
Drug-FDLE requirements		$ 27.45	per test
Nicotine (If performed in conjunction with drug testing)		$ 12.00	per test
Nicotine (If performed Individually)		$ 19.60	per test

EXHIBIT
tabbies B

Random Selection Procedure:

Set-up Fee	$ 0.00
Maintenance Fee	$ 0.00
Education Materials (Approximately 1000 employees)	$ 0.00
On-Site Supervisory Workshops (Two Annually) (to include travel and related expenses)	$ 100.00 Per Workshop
Workshop Training Materials (materials provided for all attendees)	$ 0.00
BCC Policy Reviews and Updates (annually or as requested)	$ 0.00
Consulting (annually or as requested)	$ 0.00
Deposition and Legal Testimony (to include travel and related expenses)	$ 800.00/per day

Qualification of Offerors

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

1. List previous contracts of similar work with contact person, name of company and telephone number.

   See Additional Page

   Provide additional pages as required.

2. List of facilities available to do the work.

   See Additional Page

   Provide additional pages as required.

3. List Medical Review Officer (Must be licensed doctor of medicine).

   Richard E. Weaver M.D., AAMRO

   Provide additional pages as required.

4. Substance Abuse Professional Administration Certification or similar type certification.

   Nationally Accredited for Administration of Drug and Alcohol Testing Programs

   Provide additional pages as required.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (*Sec. 46-110.-Local Preference in Bidding).*
Yes ___ No X

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 01/29/19 Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number P92000000541

Occupational License No. Pensacola-120105
Escambia -51988

Terms of Payment
(Check one) Net 30 Days X 2% 10th Prox___

Bidder: Drug Free Workplaces USA LLC

By: Carol J. Law, PhD.

Title: President

Address: 27 W Romana St. Pensacola, FL 32502

Person to contact concerning this bid:
Rhonda Hatfield - Vice President
Phone 850-434-3782
Fax 850-434-8244
E-Mail Address: rhonda@drugfreeworkplaces.com

Person to contact for emergency service:
Rhonda Hatfield - Vice President
Phone 850-434-3782
Cell 850-292-0731

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18796 **County Administrator's Report 10. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Blue Medicare Group Master Agreement
From: Jana Still, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Group Medicare Advantage Agreement - Jana Still, Human Resources Department Director

That the Board authorize the County Administrator to sign the Blue Medicare Group Master Agreement with Blue Cross Blue Shield of Florida, Inc., d/b/a Florida Blue and the Escambia County Board of County Commissioners for Escambia County's Group Medical Insurance.

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

BACKGROUND:

On an annual basis, the County offers a Medicare Group Medicare Advantage Plan for retirees to enroll. The Advantage Plan offers the retirees the capability to use a group plan platform with Medicare options and does not affect our group's overall claims history. This plan offers a Medical Plan with Rx coverage and Rx coverage only. The Blue Medicare Group Master Agreement is Centers for Medicare and Medicaid Services (CMS) compliant and sets the premiums for 2020. Retirees pay the full premiums. This year, the Advantage Plan premium went down from $347.95 to $344.52, and the Rx2 only plan went from $181.14 to $192.63. The premiums are determined by CMS (Medicare) and it is based on the plan's experience.

BUDGETARY IMPACT:

[Funds are available in Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501]
Premiums are paid strictly by retirees.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801. The County Attorney's Office has reviewed the Blue
Medicare Group Master Agreement and deemed it legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department will coordinate with Legal, the Office of Purchasing, and the Florida Blues to distribute the Agreement.

Attachments

Blue Medicare Master Agreement

BLUEMEDICARE GROUP MASTER AGREEMENT

SECTION 1: INTRODUCTION

This BlueMedicare Group Master Agreement (this "Agreement") describes the rights and obligations which you and Blue Cross and Blue Shield of Florida, Inc. ("Florida Blue") have with respect to the group Medicare Advantage, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan (hereinafter, "Medicare Plan(s)") coverage to be provided by us to your Covered Retirees and Covered Dependents.

References to "we", "us", "our," and Florida Blue throughout this Agreement refer to Blue Cross and Blue Shield of Florida, Inc. In exchange for your payment of the Premium, we agree to provide the coverage and/or benefits specified in the Evidence of Coverage for the Medicare Plan(s) ("Evidence of Coverage"), a copy of which is attached to this Agreement. The coverage to be provided by us under the Group Plan which you have established is described in the Evidence of Coverage.

SECTION 2: DEFINITIONS

Certain terms defined in the Agreement are also used and defined (for the convenience of Covered Persons) in the Evidence of Coverage. If a word or phrase starts with a capital letter, it is either the first word in a sentence, a proper name, a title, or a defined term. The following defined terms apply to this Agreement:

Anniversary Date means the date one year after the Effective Date of coverage and subsequent annual anniversaries or such other date as mutually agreed to in writing by the parties.

Appeal means a request submitted by or on behalf of a Covered Person for a review of our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs.

CMS means the Centers for Medicare and Medicaid Services.

CMS Requirements means the provisions of Parts C and D of Title XVIII of the Social Security Act, CMS Medicare Part C and D regulations at 42 C.F.R. Parts 422 and 423, the CMS Managed Care and Prescription Drug Benefit Manuals, other CMS instructions and guidance and the provisions of Florida Blue's contracts with CMS to offer the Medicare Plans.

Covered Dependent means an Eligible Dependent who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Retiree.

Covered Person means a Covered Retiree or a Covered Dependent.

Covered Retiree means an Eligible Retiree, who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Dependent.

Effective Date for the Group means 12:01 a.m. on the date specified on the last page of this Agreement and for Covered Persons means 12:01 a.m. on the date coverage will begin as specified in the Evidence of Coverage.

Eligible Dependent means an individual who meets and continues to meet all of the eligibility requirements described in the Evidence of Coverage.

Eligible Retiree means an individual who meets and continues to meet all of the eligibility requirements set forth in the Evidence of Coverage and is eligible to enroll as a Covered Retiree. An Eligible Retiree is not a Covered Retiree until actually enrolled and accepted for coverage as a Covered Retiree by us.

Enrollment Forms means those forms, electronic or paper, which are approved by us and used to maintain accurate enrollment files under the Agreement.

Grace Period means the sixty (60) calendar day period beginning on the date the Premium is due.

Grievance means a type of complaint submitted by a Covered Person (or other person eligible under CMS Requirements to submit a Grievance) about us or one of our network providers or pharmacies, including a complaint concerning the quality of care. This type of complaint does not involve coverage or payment disputes.

Group means the employer, labor union, association, partnership, corporation, department, other organization or entity through which coverage and benefits are issued by us.

Note: References to "you" or "your" throughout the first part of this Agreement also refer to the Group. References to “you” or “your” in the Evidence of Coverage refer to Eligible Retirees, Eligible Dependents, Covered Retirees and/or Covered Dependents depending on the context and intent of the specific provision.

Group Master Agreement or Agreement means the written document which is evidence of the entire agreement between the Group and Florida Blue whereby coverage and benefits are provided to Covered Persons.

Late Enrollment Penalty (“LEP”) means an amount added to the Part D Premium of an individual who did not have Part D coverage or other creditable prescription drug plan when the individual first became eligible for Part D or who had a break in Part D or other creditable prescription drug coverage for at least 63 days.

Low Income Subsidy (“LIS”) means the premium subsidy amount paid to us by CMS for qualifying Covered Persons with Medicare Part D coverage.

Medicare Plan means the group Medicare Advantage Plan, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan that you select.

Premium means the amount required to be paid by the Group to us for coverage under this Agreement.

Service Area means a geographic area where a Medicare Plan accepts members.

SECTION 3: ELIGIBILITY, ENROLLMENT, AND DISENROLLMENT

A. Eligibility Determination

Determination of whether an individual is an Eligible Retiree or Eligible Dependent will be a two-step process:

1. You will determine whether the individual is eligible to participate in the retiree group health benefit plan that you sponsor. For individuals meeting your eligibility criteria, you will promptly forward completed applications to us. You are responsible for complying with all applicable laws and regulations, including but not limited to the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, in making this eligibility determination. You must also comply with all eligibility guidelines included in the benefit administrative guide and Evidence of Coverage.

2. After receiving a complete application, we will process the application in accordance with CMS Requirements. An application must be approved by us and accepted by CMS for an individual to be enrolled in a Medicare Plan.

B. Distribution of Enrollment Materials

You may only distribute materials describing the Medicare Plan that we have provided to you or that we have approved in writing. You will distribute any pre-enrollment materials that we provide to you to each potential enrollee before collecting enrollment applications. Nothing in this Section will preclude you from making additional disclosures about your group health benefit plan as applicable to comply with ERISA, such as a wrap-around summary plan description or other plan document. If applicable, you are solely responsible for compliance with ERISA disclosure requirements in connection with the Medicare Plan(s).

C. Group Disenrollment

If you decide to disenroll all Covered Persons from a Medicare Plan, you must:

1. Notify all beneficiaries that you intend to disenroll them from the Medicare Plan. You will provide this notice at least twenty one (21) calendar days before the disenrollment. This notice will explain how to contact Medicare for information about other plan options that may be available. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.

2. Provide us with all information necessary to submit a complete disenrollment request transaction to CMS in accordance with CMS Requirements.

3. In the event of termination of this Agreement, provide advanced notice in accordance with Section 4 of this Agreement.

D. Individual Covered Person Disenrollment

Covered Persons may be disenrolled from a Medicare Plan by Florida Blue if they become ineligible for continued enrollment. Covered Persons may also be disenrolled if this Agreement terminates or if you

inform us that they are no longer eligible to participate in your retiree group health plan. If Florida Blue determines that a Covered Person is ineligible for continued enrollment or if you instruct us to disenroll an individual, you must:

1. Provide us with at least thirty (30) calendar days advanced notice of the ineligibility or disenrollment election of an individual; and

2. Provide the Covered Person(s) who will be disenrolled with at least twenty one (21) calendar days advanced notice of the termination and of other insurance options that are available to them. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.

The Covered Person will have the opportunity to elect another plan offered by us or by you, join Original Medicare, or join another carrier's Medicare Plan (by submitting an enrollment request to that organization).

SECTION 4: TERM AND TERMINATION

A. Term of Agreement and Renewal Process

This Agreement shall become effective as of the Effective Date provided: (1) that we accept your Group Application; and (2) that you pay the required initial Premium specified by us.

This Agreement shall continue in effect until the first Anniversary Date following the Effective Date unless terminated earlier as permitted by its terms. After the initial term, this Agreement shall automatically renew each succeeding year on the Anniversary Date for an additional one-year period unless:

1. At least sixty (60) calendar days prior to such Anniversary Date, you notify us that you do not want the Agreement to automatically renew; or

2. It is terminated as permitted by its terms.

At least ninety (90) calendar days before each Anniversary Date, we will provide you with notice of changes in Premium and benefits under the Medicare Plan for the upcoming year (the "Renewal Notice").

If this Agreement renews as specified above, all of its terms and provisions (including the Premium due) shall be amended to include the terms of the Renewal Notice, and the amended Agreement shall govern coverage as of the Anniversary Date. Payment of the new charges shall constitute acceptance of the change in Premium rates. This Agreement is conditionally renewable. This means that it automatically renews each year on your Anniversary Date unless terminated earlier in accordance with its terms.

B. Termination by Group

The Group may cancel this Agreement on its Anniversary Date by giving written notice to us at least sixty (60) calendar days in advance, unless we have initiated a termination for any of the reasons stated below.

C. Termination by Florida Blue

We may terminate this Agreement or refuse to renew for the following reasons:

1. **Failure to Pay Premiums**. You do not pay Premiums in accordance with its terms or we have not received timely Premium payments prior to the end of the Grace Period. Termination of this Agreement for failure to pay premiums shall be effective as of the end of the Grace Period. In the event of such termination, you are obligated to pay the following:

    a. Any portion of the Premium due for coverage provided by us prior to termination; and

    b. Any amounts otherwise due us.

2. **Fraud or Intentional Misrepresentation of Material Fact.** You perform an act, or engage in any practice, that constitutes fraud or make an intentional misrepresentation of material fact.

3. **Group Contribution and Participation and CMS Rules.** You do not comply with: (1) a material provision which relates to rules for Group contributions or Covered Person participation; or (2) any provision in this Agreement which relates to LIS or other CMS Requirements.

4. **Service Area**. There is no longer any Covered Person who lives, resides, or works in the Service Area.

5. **Termination or Non-renewal of the CMS Contract**. We will provide you with at least ninety (90) calendar days' notice upon termination or non-renewal of our contract with CMS.

Except as specifically provided in this Subsection 4.C, if we decide to terminate or not renew the Agreement based on one or more of the circumstances mentioned above, we will give you at least forty-five (45) calendar days advance written notice.

D. Notification of Termination to Covered Retirees

It is your obligation to immediately notify each Covered Person of any such termination of this Agreement for any reason, consistent with the requirements of Section 3 of this Agreement.

E. Representations Made By, and Obligations of, the Group

In agreeing to provide coverage in accordance with the terms of this Agreement, we rely on the representations you made when you applied for coverage with us and your representation that you have authority to act on behalf of all Covered Persons with respect to this Agreement. Consequently, every act by, agreement with, or notice given to, you will be binding on all Covered Persons. You agree that you shall offer to all Eligible Retirees the opportunity to become a Covered Person under this Agreement. You agree that, if requested by us, you will distribute the Evidence of Coverage and other coverage materials to Covered Persons.

SECTION 5: PAYMENT PROVISIONS

A. Monthly Invoice

We will prepare a monthly invoice of the Premium due on or before the due date. This monthly invoice will also reflect any prorated charges and credits resulting from changes in the number of Covered Persons and changes in the types of coverage that took place in the previous or current month.

If you become aware that a Covered Person will become ineligible, you must provide us with written notice of such ineligibility as described in Section 3 of this Agreement. You shall be liable to us for the Premium due for each individual enrolled in a Medicare Plan under this Agreement until the effective date of disenrollment, which is set by CMS Requirements.

You must pay the total amount of the invoice. Do not add names to an invoice, change coverage or pay for a retiree or dependent whose name does not appear on the invoice. No changes can be made to a Group invoice unless a signed application form is on file and submitted to Florida Blue. Payment shall be for the total amount of the Group invoice.

B. Payment Due Date

The first Premium payment is due before the Effective Date of the Agreement. Each following payment is due monthly unless you agree with us in writing on some other method and/or frequency of payment. The Premium is due and payable on or before the first day of each succeeding calendar month to which such payments apply.

C. Grace Period

This Agreement has a sixty (60) calendar day Premium payment Grace Period, which begins on the date the Premium payment is due. If we do not receive the required Premium payment on or before the date it is due, it may be paid during this Grace Period. Coverage will stay in force during the Grace Period. If Premium payments are not received by the end of the Grace Period, we will terminate this Agreement and proceed with the disenrollment of Covered Persons as described in Section 3 of this Agreement.

D. Changes in Premium

Premium rates may be changed on your Anniversary Date as described in Section 4.A above regarding renewal.

E. Other Rules Regarding the Payment of Premiums

1. CMS rules govern the effective date of any disenrollment of a Covered Person under this Agreement, and we are not required to retroactively terminate this Agreement or coverage for any Covered Person.

2. If full payment of the Premium is not paid when due, this Agreement may be terminated as described in Section 4 of this Agreement.

F. Premium Subsidization

You may subsidize Premium amounts charged to Eligible Retirees. You are responsible for compliance with all applicable laws and regulations relating to your subsidy of Premiums, including ERISA and CMS Requirements, as applicable. You acknowledge and agree that Premium subsidization may vary for different classes of Eligible Retirees only if such classes are reasonable and based on objective business criteria. You represent and warrant that you will not vary Premium subsidization based on any Covered Person's eligibility for LIS. Further, you will not vary Premium subsidization for individuals within a given class of Eligible Retirees. In no case will you charge an Eligible Retiree more than the sum of the monthly Premium that we charge you for the Medicare Plan benefits.

G. Low Income Subsidy

You will comply with the following requirements in connection with LIS:

1. You are required to pass through any LIS payments received from CMS to reduce the Premium amount that the Covered Retiree pays. You will first apply any LIS amounts to a Covered Person's share of Premium. You may not benefit from any LIS amount until the Premium for a Covered Person (including amounts for the non-drug benefits in a combined Medicare Advantage Prescription Drug Plan) paid by a Covered Retiree is reduced to zero ($0.00).

2. You are responsible for reducing up-front Premium contributions that you collect from Covered Retirees for any Covered Persons eligible for LIS. In limited situations where you are unable to reduce the up-front Premium contribution (*e.g.* if LIS is awarded retroactively), you will directly refund the LIS amount to the Eligible Retiree within fifteen (15) calendar days of the date you receive the LIS amount from Florida Blue.

H. Late Enrollment Penalty (LEP)

The Premium for an individual Covered Person may be higher if the Covered Person is assessed an LEP for not enrolling in Part B in a timely manner. This higher Premium will be reflected on the bill you receive from us.

I. Premium Billing

You will be responsible for the payment of the "Total Monthly Premium per Covered Retiree" of all Group members. The Total Monthly Premium may be less for Covered Persons who qualify for LIS as defined by CMS. You will also be responsible for any LEP charges that Group members have been assessed by CMS. The first Premium charge is payable before the Effective Date of this Agreement. Monthly charges are payable on the first day of each following month during the time this Agreement is in effect.

J. Retroactive Premium Adjustment

The monthly charge will be determined from our records by the number of Covered Retirees who have been confirmed through the CMS enrollment transaction process. Retroactive adjustments will be made for additions and terminations of Covered Retirees and for Covered Retirees who have been confirmed through the CMS enrollment transaction process after the initial billing statement. Any refund that is owed to a Covered Retiree must come from the Group, unless the Covered Retiree is billed directly by us. Florida Blue will only adjust the amount due of a Group and will not refund Premium(s) paid to a Covered Retiree, unless we mutually agree that a Covered Retiree is to be directly billed by Florida Blue. You must refund to Covered Retirees any amounts received from us that are due to Covered Retirees in a timely manner.

SECTION 6: HOST BLUE PLANS

A. Out-of-Area Services – Medicare Advantage

We have relationships with other Blue Cross and/or Blue Shield Licensees ("Host Blues") referred to generally as the "Inter-Plan Medicare Advantage Program." This Program operates under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). When members access

healthcare services outside the geographic area we serve, the claim for those services will be processed through the Inter-Plan Medicare Advantage Program. The Inter-Plan Medicare Advantage Program available to members under this agreement is described generally below.

B. Member Liability Calculation

When you receive Covered Services outside of our service area from a Medicare Advantage PPO network provider, the cost of the service, on which member liability (copayment/coinsurance) is based, will be either:

- The Medicare allowable amount for covered services; or
- The amount either we negotiate with the provider or the Host Blue negotiates with its provider on behalf of our members, if applicable. The amount negotiated may be either higher than, lower than, or equal to the Medicare allowable amount.

C. Nonparticipating Healthcare Providers Outside Our Service Area

When Covered Services are provided outside of our service area by nonparticipating healthcare providers, the amount(s) a member pays for such services will be based on either the payment arrangements, described above, for Medicare Advantage PPO network providers, Medicare's limiting charge where applicable or the provider's billed charge. In these situations, the member may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment we will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

SECTION 7: GENERAL PROVISIONS

A. Administration and Record Retention

You must provide us with any information we need to administer the coverage and/or benefits to be provided or needed to compute the Premium due. While this coverage is in force, we have the right, at any reasonable time, to examine your records on any issues necessary to verify information provided by you. You must retain all records relating to this Agreement, including but not limited to those relating to LIS administration, for the current calendar year plus an additional ten (10) years.

B. Assignment and Delegation

You may not assign, delegate or otherwise transfer this Agreement and the obligations hereunder without our written consent. Any assignment, delegation, or transfer made in violation of this provision shall be void. We may assign, delegate, or otherwise transfer this Agreement to our successor in interest or an affiliated entity without your consent at any time.

C. Authorization

Where this Agreement requires that an act involving the administration of coverage and/or benefits be authorized or approved by us, such authorization or approval shall be considered given when provided in writing by a duly authorized officer of Florida Blue or his or her designee.

D. Evidence of Coverage

We will provide an Evidence of Coverage and ID Card for each Covered Retiree. The Evidence of Coverage will describe the coverage and benefits to be provided to Covered Persons by us.

You agree that, if requested by us, you will distribute the Evidence of Coverage (and any Endorsements to it) and other coverage materials to Covered Persons.

E. Grievance and Appeals Process

We have established and will maintain a process for hearing and resolving Grievances and Appeals raised by Covered Persons in accordance with CMS requirements. Details regarding this process are provided in the Evidence of Coverage.

F. Changes to the Agreement

Florida Blue may make any changes to this Agreement that are necessary to meet CMS Requirements ("CMS Mandated Amendments") with sixty (60) calendar days advanced written notice to you. Such changes shall become effective as amendments to this Agreement upon expiration of this sixty (60) calendar day notice period.

Except in the case of (a) CMS Mandated Amendments or (b) Renewal Notices as described in Section 4.A., no person may change, modify, or revise the written terms or provisions of this Agreement unless such change is made by a written amendment signed by one of our duly authorized officers. For example, no Eligible Retiree or agent of Florida Blue or the Group can change or waive the written terms or provisions of this Agreement except as stated in the first sentence of this paragraph.

G. Furnishing and Maintaining Enrollment Records

You must provide any information required by us for the purpose of creating and maintaining enrollment records, processing terminations, and recording changes in family status. In addition, you and each Eligible Retiree must submit accurate and complete Enrollment Forms on a timely basis. You are responsible for collecting the Enrollment Forms, reviewing them for accuracy and completeness, and forwarding them to us, along with the applicable Premium payment. All enrollment record information which is relevant to the eligibility or coverage status of any individual must be made available to us for inspection and copying upon request.

H. Errors or Delays

Clerical errors or delays by us in maintaining enrollment records regarding Covered Persons will not invalidate coverage which would otherwise be validly in force or continue coverage which would otherwise be validly terminated, provided you have furnished us with timely and accurate enrollment information. Errors or delays by you in furnishing accurate enrollment information to us will not affect our right to strictly enforce any and all eligibility requirements.

I. Entire Agreement

This Agreement sets forth the exclusive and entire understanding and agreement between the parties and shall be binding upon the Covered Persons, the parties, and any of their subsidiaries, affiliates, successors,

heirs, and permitted assigns. All prior negotiations, agreements, and understandings are superseded hereby. No oral statements, representations, or understanding by any person can change, alter, delete, add or otherwise modify the express written terms of this Agreement, which includes the terms of coverage and/or benefits set forth in the Evidence of Coverage, the Schedule of Benefits, and any other attachments, amendments or riders.

J. Financial Responsibilities of the Group

We reserve the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Our recovery efforts may relate to benefit payments made for health care services rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination is required to be made by you. Your cooperation with and support such recovery efforts is required.

In the event that you do not comply with the notice requirements set forth in Subsection 5.A (Monthly Invoice), you shall be solely liable to us for Premium due until the effective date established by CMS for a Covered Person’s disenrollment.

K. Indemnification

You shall hold harmless and indemnify Florida Blue, against all claims, demands, liabilities, or expenses (including reasonable attorney fees and court costs), which are related to, arise out of, or are in connection with any of your acts or omissions, or acts or omissions of any of your employees, retirees or agents, in the performance of your obligations under this Agreement. We are not your agent, nor are you our agent, for any purpose. This paragraph shall only apply to the extent allowed under Florida Statutes § 768.28.

L. Representations on the Group Application and the Enrollment Forms

We rely on the information you and your Eligible Retirees provide to determine whether to issue coverage; the appropriate Premium and financing method; and eligibility for coverage. All such information must be accurate, truthful, and complete. Statements made on the Enrollment Forms are representations and not warranties.

We may cancel, terminate, or void this Agreement if the information which you provide is fraudulent, or if you make an intentional misrepresentation.

M. Reservation of Right to Contract

We reserve the right to contract with any individuals, corporations, associations, partnerships, or other entities for assistance with the servicing of coverage and benefits to be provided by us or obligations due, under this Agreement.

N. Service Mark

You, on behalf of the Group and its Covered Retirees, hereby expressly acknowledge your understanding that this Agreement constitutes a contract solely between you and Florida Blue. We are an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting us to use the Blue Cross and Blue Shield Service Mark in the state of Florida and that we are not contracting as the agent of the

Association. You further acknowledge and agree that you have not entered into this contract based upon representations by any person other than us and that no person, entity, or organization other than us shall be held accountable or liable to you for any of our obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on our part other than those obligations created under other provisions of this Agreement.

O. Third Party Beneficiary

This Agreement was entered into solely and specifically for the benefit of Florida Blue and the Group. The terms and provisions of the Agreement shall be binding solely upon, and inure solely to the benefit of, Florida Blue and the Group, and no other person shall have any rights, interest or claims under this Agreement, including the Evidence of Coverage, or be entitled to sue for a breach thereof as a third-party beneficiary or otherwise. Florida Blue and the Group hereby specifically express their intent that health care providers that have not entered into contracts with Florida Blue to participate in Florida Blue's provider networks shall not be third-party beneficiaries under this Agreement, including the Evidence of Coverage.

P. Inspection and Audit

You shall permit CMS, The U.S. Department of Health and Human Services, the Comptroller General, or their designees, to inspect, evaluate, and audit any of your books, contracts, medical records, patient care documentation, documents, papers, and other records pertaining to coverage by providing records to Florida Blue, which will submit the records to CMS. This right to inspect, evaluate, and audit shall extend ten (10) years from the expiration or termination of the Agreement or completion of final audit, whichever is later, unless otherwise required by applicable law.

Q. Benefit Administrator Guide

We will provide you with a Benefit Administrator Guide, which provides details related to how your plan is administered and your responsibilities as a benefit administrator.

R. Member Communications and Campaigns

We may send CMS required or Florida Blue member communications without your consent. Samples of all required materials are available upon request for informational purposes.

We may also contact Covered Persons by telephone regarding any Florida Blue campaign and any campaign approved by the Florida Office of Insurance Regulation and/or CMS, as applicable. We will notify you of the campaign prior to making contact with members.

S. COBRA

You are solely responsible for determining when individuals are eligible for coverage under a Medicare Plan pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). You will notify us promptly of any COBRA elections. For more information on your COBRA responsibilities refer to the Benefit Administrator Guide.

* * * * * * *

In consideration of the payment of Premiums when due and subject to all of the terms of this Agreement, Blue Cross Blue Shield of Florida, Inc. hereby agrees to provide each enrollee of **Escambia Co Bd of Co Commissioners** the benefits of this Agreement as set forth in the Evidence of Coverage beginning on each enrollee's effective date.

The Group has selected the following plan and premium: **Blue Medicare Elite Platinum-$344.52 pmpm and Blue Medicare Platinum Rx -$192.63.**

The Group's Agreement is effective as of January 1, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____

Blue Cross Blue Shield of Florida, Inc. (DBA Florida Blue)

By: _____
(Signature)

Name: Joe Kanatzar
(Please Print or Type)

Title: Vice President, Medicare Sales

Escambia Co Bd of Co Commissioners

By: _____
(Signature)

Name: Janice P. Gilley
(Please Print or Type)

Title: County Administrator

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-20-2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18821 **County Administrator's Report 10. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Approval of Change Order for PO#210361, Butler Health and Holding Co, d/b/a Covetrus North America
From: JOHN ROBINSON, Division Manager
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of a Change Order to Purchase Order #210361 to Butler Animal Health Holding Co. LLC., d/b/a Covetrus North America, for Veterinary Supplies for Animal Services - John Robinson, Division Manager, Animal Services

That the Board approve and authorize Animal Services to execute the following Change Order #1, adding funds to the Butler Animal Health Holding Co., LLC, d/b/a Covetrus North America, Purchase Order #210361, to fund animal care and veterinary medical supplies. Covetrus is our main supplier for animal care and veterinary medical supplies. They provide all of our vaccinations, surgical equipment, medications including post-surgical pain meds, gloves, masks, cleaning chemicals, microchips, and many other medical items as needed.

Department:	Building Services
Division:	Animal Services
Type:	Addition
Amount:	$125,100
Vendor:	Butler Animal Health Holding Co., LLC, d/b/a Covetrus North America
Contract:	Virginia Tech Contract # UPG-TG-025-09
Purchase Order #:	210361
Change Order #:	1
Original PO Amount:	$24,900
Change Order Amount:	$125,100
New PO Total:	$150,000

Covetrus North America

Products	Expenses
Vaccines, Wormers & Flea Treatments	$53,750
Non-Surgical Medical Supplies	$15,000
Surgical Supplies	$18,750
Cleaning Solution (Rescue)	$7600
Feline Combo Tests	$7500
Heartworm Tests	$3750
Rabies Vaccinations	$3750
Microchips	$15,000
Total	**$125,100**

[Funding: Fund 001, General Fund, Cost Center 250202, Object Code 55201]

BACKGROUND:

The Board approved Animal Services to piggyback on Contracts available from Virginia Tech through their Veterinary School at the BCC Regular Meeting on 08/01/2019. The Virginia Tech Contract # UCP-TG-025-09, Henry Schien Animal Health, is the Contract this PO will piggyback on. Henry Schien Animal Health is now Butler Animal Health and Holding CO., LLC, d/b/a Covetrus North America. It was our intent to open the PO for $150,000 for the new 2020/2021 budget year but did not meet the deadline. We opened the PO for the amount of $24,900, to ensure the ability to continue placing and receiving weekly orders for supplies as soon as the new budget year began. Approval of this Change Order will allow Animal Services to obtain necessary veterinary and animal care supplies for the remainder of this fiscal year.

BUDGETARY IMPACT:

[Funding: Fund 001, General Fund, Cost Center 250202, Object Code 55201]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts and Article II, Section 46-44, Application; Exemptions.

IMPLEMENTATION/COORDINATION:

Purchasing will issue the approved Change Order.

Attachments

Butler PO
Minutes
Covetrus CO

PURCHASE ORDER NO. 210361

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
026949 FAX: 888-329-3861
BUTLER ANIMAL HEALTH HOLDING CO LLC
DBA COVETRUS NORTH AMERICA
PO BOX 121130 DEPT 1130
DALLAS TX 75312-1130

SHIP TO
ANIMAL SERVICES
200 W. FAIRFIELD DRIVE
PENSACOLA, FL 32501
ATTN: DAWN HARRIS 595-0090

ORDER DATE: 10/12/20	BUYER: LAWRENCE GORDON	REQ. NO.: 21000393	REQ. DATE: 10/08/20
TERMS: NET 30 DAYS	F.O.B.: PP&ADD	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Blanket Order is for various animal care and veterinary medical supplies exclusively for the use of Escambia County Animal Services in its daily operations. The County shall be charged according to the applicable contract price schedule or a preferred status with the lowest prices extended to shelters and most favored customers.		
01	1.00	LOT	BLANKET PO FOR ANIMAL CARE AND VETERINARY SUPPLIES FOR FY 2021.	24900.0000	24,900.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	250202	55201	24,900.00	

PAGE TOTAL $ 24,900.00
TOTAL $ 24,900.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County and Mott MacDonald Florida, LLC, per the terms and conditions of PD 18-19.015, Design Services for Eleven Mile Creek Stormwater Project at West Roberts Road for Basic Services at $149,725, and Optional Services at $85,299, for a total of $235,024.

[Funding: Fund 118, Gulf Coast Restoration, Cost Center 222043, Object Code 53101, Project Number RDC80049]

Funding through U.S. Department of Treasury - RESTORE Direct Component Grant No. 1 RDCGR080049-01-00

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

12. Recommendation: That the Board authorize the usage of Virginia Polytechnic Institute and State University Veterinary Contracts in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions, as follows:

Elanco US, Inc., UCP-TG-012-10;
Henry Schein Animal Health, UCP-TG-025-09;
Jorgensen Laboratories, Inc., UCP-TG-005-10;
Mg Biologics, Inc., UCP-TG-012-09;
Nutramax Laboratories Veterinary Sciences, Inc., UCP-TG-013-10;
Plasvacc USA, Inc., UCP-TG-004-10;
Smiths Medical ASD, Inc., UCP-TG-007-10;
Steris Instrument Management Services, UCP-TG-013-09; and
Vortech Pharmaceuticals, LTD, UCP-TG-008-10.

[Funds: Fund 001, General Fund, Cost Center 250202, Object Code 55201]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Items 2 through 18.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

Office of Purchasing

Change Order Request – Purchasing Order / Release Order / Contract

Effective Date: 05/04/2020 Supersedes Date: 08/21/2000

Vendor Code: 026949 Vendor Name: Butler Animal Health Holding CO LLC

Project (PD) Number: P.O. #: 210361 C.O. #: 1

Department: Animal Services Date This Form Was Completed: 10/22/2020

Notes for Modifying the Scope of Award:

This change order provides for the addition of funds to CC250202, object code 55201 for the purchase of various Veterinary and Animal Care Supplies for Animal Services.

To Modify the Existing Purchase Order:

Adding Dollars to Line Item #: 1 Quantity Adjustment: Amount: $ 125,100.00

Deleting Dollars from Line Item #: Quantity Adjustment: Amount:

Adding Dollars to Line Item #: Quantity Adjustment: Amount:

Deleting Dollars from Line Item #: Quantity Adjustment: Amount:

Modify Notes: Date of BCC Action: **Attach Résumé:**

Previous **Purchase Order** Total Dollars	Net Dollars Added or Subtracted	**New Total Dollars for Purchase Order**
$ 24,900.00	$ 125,100.00	$ 150,000.00

Previous **Contract** Total Dollars:	Net Dollars Added or Subtracted	**New Total Dollars for Contract**
$	$	$

Modifying Cost Center(s), Object Code(s)/Account(s) and Project Number(s):

Cost Center	Object Code	Project Number	+/- Change	Dollar Amount
250202	55201		125,100	$ 150,000.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payments Bonds have been adjusted to 100% of the new contract amount.

Contract Administrator's Certification & Approval Date

Request Prepared By Dawn Harris Signature Dawn Harris Date 10/22/2020

Office of Purchasing Review Agent: Date: Division Manager Date

County Administrator's Approval Date

Form F0020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18811 **County Administrator's Report 10. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: NAACP Pensacola Branch #5124, “30th Annual Freedom Fund Virtual Event
From: Jeff Bergosh, Commissioner, District 1
Organization: Commissioner, District 1
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Funding Allocation for NAACP Pensacola Branch #5124, "30th Annual Freedom Fund Virtual Event" - Commissioner Jeff Bergosh, District 1

That the Board approve the $500 allocation from Commissioner Jeff Bergosh's discretionary money.

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

BACKGROUND:
NAACP will be hosting their annual event virtually, due to COVID-19. The funds will go toward operational support, advocacy, and student scholarships.

BUDGETARY IMPACT:
The Board approved $50,000 in the Fiscal Year 2020-2021 Budget for each Commissioner to use as discretinary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Budget Office will work with NAACP Pensacola Branch #5124, to obtain the necessary paperwork to process a payment voucher.

Attachments

NAACP Ask Letter

PENSACOLA BRANCH NAACP #5124
P.O. Box 30443, Pensacola FL 32503
850-463-7918

30th ANNUAL FREEDOM FUND VIRTUAL BANQUET
November 7, 2020

Date: September 9, 2020

Jeff Bergosh
[redacted]

Dear Jeff Bergosh

As COVID-19 continues to spread, the future has never felt so unpredictable. These are challenging times for us all, and we hope you're in good spirits and health! Right now, we're doing everything possible to sustain daily operations and provide services to our community. While there's a lot of uncertainty, we know that we need to adapt fast to our changing reality. Now, more than ever, our community needs us. And we need you.

The Local Pensacola Branch of the NAACP will host its ***Annual Freedom Fund Virtual Banquet*** on November 7, 2020. We are celebrating one hundred and one years of community service. Although, we are unable to have an in person celebration due to the COVID-19 Pandemic. We will be awarding scholarships to well-deserving high school graduates starting their college careers. To date, our local branch has awarded over $100,000 in student scholarships. Your generous contribution will also provide essential operational support to our local Pensacola branch to ensure continued advocacy and equal rights of all persons as well as curtail race-based discrimination in our community. However, we cannot conquer this effectively without your much needed support.

That is why we are reaching out to you for your generous donation and partnership; as we are more optimistic to have greater success for this endeavor. Currently, we have over 300 Members throughout Escambia and Santa Rosa Counties dedicated to making sure that our community and nation achieve their greatest potential with education being our top priority in reaching our goals.

Therefore, we believe that you will be happy to be a part of advancing human and civil rights for this annual celebratory event. Please stand with us by becoming a sponsor\donor of this year's Annual Freedom Fund Virtual Banquet by advertising in our program booklet. When making your contribution, please make checks payable to: ***NAACP Pensacola Branch #5124.***

Thank you in advance for your support and know that your gift will make a tremendous difference.

Sincerely,

Vin Durant

Vin Durant, Pensacola NAACP Branch President
Phone: (850) 463-7918
Email: naacp5124@gmail.com

Note: "Contributions or gifts to this NAACP Unit are not deductible as charitable contributions for federal income tax purposes, however they are deductible as an ordinary business expense."

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18855 **County Administrator's Report 10. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Boy Scouts of America, Gulf Coast Council “Jerry Pate/Boy Scouts Invitational Golf Tournament"
From: Jeff Bergosh, Commissioner, District 1
Organization: Commissioner, District 1
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Allocation for Boy Scouts of America, Gulf Coast Council "Jerry Pate/Boy Scouts Invitational Golf Tournament" - Commissioner Jeff Bergosh, District 1

That the Board approve the $5,000 allocation from Commissioner Jeff Bergosh's discretionary money.

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

BACKGROUND:

This is the 47th annual "Jerry Pate/Boy Scouts Invitational Golf Tournament." Funds raised from this event go to support the Council for support of local scouting programs.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2020-2021 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Budget Office will work with the Boy Scouts of America, Gulf Coast Council, to obtain the necessary paperwork to prcess a payment voucher.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18812 **County Administrator's Report 10. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Northwest Florida Community Outreach
From: Jeff Bergosh, Commissioner, District 1
Organization: Commissioner, District 1
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Allocation for Northwest Florida Community Outreach - Commissioner Jeff Bergosh, District 1

That the Board approve the $500 allocation from Commissioner Jeff Bergosh's discretionary money.

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

BACKGROUND:

Northwest Florida Community Outreach serves at-risk youth and senior citizens with a food pantry, school supplies, and summer snacks. They also provide mentoring and will be expanding their efforts to the town of Century.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2020-2021 Budget for each Commissioner to use as discretinary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Budget Office will work with Northwest Florida Community Outreach, to obtain the necessary paperwork to process a payment voucher.

Attachments

NW Florida Community Outreach

691-A Broad Street, Pensacola, Florida 32534
850-505-9673 or 850-380-4467

October 7, 2020

To: Commissioner Lumon May

Cc: Commissioner Steven Berry
Commissioner Jeff Bergosh
Commissoner Doug Underhill
Commissioner Robert Bender

Dear County Commissioner Lumon May:

I would like to reintroduce you to Northwest Florida Community Outreach, Inc. (NWFCO). We are a growing non-profit organization with 501c3 status that has impacted Escambia county residences since 2002. The staff is comprised of 6 individuals who volunteer their time to make sure NWFCO operates to the best of its ability. But, we could not do the work we do without the more than 30 community volunteers that work diligently with us.

As we reflect over our mission and efforts to serve seniors, youth and all those who have experienced hardship we realize we are here to stay as a resource for our community. Our food pantry, *Harvest of Hope* has helped to address food shortage for many citizens in District 1, 2, 3 and 4 by distributing hundreds of thousands of pounds of food over the years. We have sponsored more than 300 students with school supplies and summer snack packs. We have also coordinated with other community programs to educate and mentor students through back to school workshops with the intent to counter antisocial behaviors and improve social skills. We are now conducting a pilot program that will specifically assist our senior neighbors who are faced with various challenges.

Our efforts have been mainly focused on the Pensacola, Fl. area. However, we are working to answer the call to help the citizens in northern Escambia County. We have

recently put a footprint in District 5 by partnering with the Town of Century. Our newest office space is located at 130 E. Pond Street, Century, FL 32535. We have already made a significant impact by distributing over 60,000 pounds of food through our Harvest of Hope Food Program since May of 2020. We have also found an ally in Mayor Henry Hawkins who shares our concerns for senior citizens and youth in the northern part of Escambia County.

Commissioner May, with your financial support we can continue to benefit the citizens of District 3 and surrounding districts as we strive to meet some of the basic needs of your constituents. When NWFCO and the Board of County Commissioners partner together, all of Escambia county benefits. Thank you for your consideration and I look forward to hearing from you soon.

Sincerely,

Christeia Salter, MS

Christeia Salter, MS, Program Director
Northwest Florida Community Outreach, Inc.

C: file

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18810 **County Administrator's Report 10. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Epps Christian Center, “Thanksgiving Meal for the Community”
From: Jeff Bergosh, Commissioner, District 1
Organization: Commissioner, District 1
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Funding Allocation for Epps Christian Center "Thanksgiving Meal for the Community" - Commissioner Jeff Bergosh, District 1

That the Board approve the $1,000 allocation from Commissioner Jeff Bergosh's discretionary money.

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

BACKGROUND:
For the past 14 years, Epps Christian Center has partnered with Council on Aging, Meals on Wheels, and the Englewood Community to provide a Thanksgiving Meal to citizens and seniors who are homebound. They anticipate over 500 individuals and families will be served this year.

BUDGETARY IMPACT:
The Board approved $50,000 in the Fiscal Year 2020-2021 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Budget Office will work with Epps Christian Center, to obtain the necessary paperwork to process a payment voucher.

Attachments

Epps Christian Center Request Letter

Pastor Sylvia E. Tisdale

EPPS Christian Center

P.O. Box 1564
Pensacola, FL 32591

(850) 572-5761
(850) 438-3858
www.eppschristiancenter.com
Email: Sylviatisdale@aol.com

October 19, 2020

To: County Commissioner Bergosh:

Epps Christian Center Ministries is a 501 c3 nonprofit Organization that reaches out to the Hungry, Homeless and Hurting in the community. Throughout the year we provide healthy and nutritious meals to all who come through our doors. We are committed to improving the quality of life and restoring the dignity of those we serve by providing a hot meal to any member of our community in need of one.

We have for the last 14 years partnered with Council on Aging, Meals on Wheels, and the Englewood Community to provide a wholesome Thanksgiving Meal for the Community. This is an "Open Table" event where everyone who needs a Home Cooked Meal is welcome. We also provide delivery services to Senior Citizens who cannot get out to get a meal. We anticipate serving over 500 individuals and families during our Thanksgiving event, especially in times like the COVID-19 Pandemic.

We are asking you to be a sponsor for this event. We are asking for a donation of $1,000. Any donation to help on our Annual Thanksgiving Meal will be appreciated.

Your Name or Organization will be promoted for this event through our Newsletter, Website, Radio, Print Media and Social Media.

Thank you for your Consideration.

Yours in His Service,

Pastor Sylvia E. Tisdale

Reaching out to the hungry, homeless and the hurting, Proverbs 19:17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18792 **County Administrator's Report 10. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Discretionary Allocation Epps Christian Ministries Thanksgiving Meal
From: Robert Bender, District 4 Commissioner
Organization: Commissioner, District 4
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of $1,000 from Commissioner Robert Bender's Discretionary Money for the Epps Christian Ministries Thanksgiving Meal for the Community - Commissioner Robert Bender, District 4

That the Board approve a funding allocation, in the amount of $1,000, from Commissioner Robert Bender's discretionary funds to Epps Christian Ministries to assist them with their Thanksgiving Meal for the Community.

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

BACKGROUND:

For the last 14 years, Epps Christian Center has partnered with the Council on Aging, Meals on Wheels, and the Englewood Community to provide a wholesome Thanksgiving meal for the community. This is an “Open Table” event where everyone who needs a home cooked meal is welcome. Epps Christian Center anticipates serving over 500 individuals and families during their Thanksgiving event this year.

BUDGETARY IMPACT:

In the Fiscal Year 2020-2021 Board of County Commissioners Budget, the Board approved $50,000 for each Commissioner to use as discretionary money.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, Commissioner Bender's Office will work with Pastor Tisdale to receive the necessary documents that are required to process this payment request.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18809 **County Administrator's Report 10. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Recommendation Concerning CARES Act Funding Program Agreements
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning CARES Act Funding Program Agreements - Janice P. Gilley, County Administrator

That the Board be provided an update on the CARES Family Emergency Financial Assistance and Business Assistance grants and take the following action:

A. Authorize the Chairman to sign the CARES Act attestation form certifying and attesting that Escambia County has incurred or encumbered costs amounting to at least 25% of the total Coronavirus Relief Fund allocation; and

B. Authorize the Chairman to sign the updated Feeding the Gulf Coast Amendment to the CARES Act Funding Program Agreement to lower the total funding from $1,100,000 to $650,000, and to increase the per pound cost from $.50 per pound to $.95 per pound due to higher quotes for food than originally anticipated and to continue to include transportation and distribution costs.

Feeding the Gulf Coast anticipates the utilization of $650,000 dollars through Escambia CARES Act funds to fund 684,000 pounds of the total 1.2 – 1.5 million pounds of food provided in the final quarter of the year. The food will be distributed through traditional pantries, mobile distributions, and the Child Nutrition programs. The anticipated current loss for Feeding the Gulf Coast, if the reimbursement rate is not approved at $.95, is over $103,000.

BACKGROUND:

Escambia County has been impacted by the COVID-19 Pandemic. Through the CARES Act, the County has received $14,321,364 from the Florida Division of Emergency Management, which represents 25% of the County's potential allocation of $57,285,296.

After meeting with Feeding the Gulf Coast, they were able to provide the following information, which resulted in lowering total funding to $650,000 and asking for an increased cost per pound to $.95 per pound.

- Since September 1, Feeding the Gulf Coast has worked to expend some residual COVID-19 funding and federal nutrition programs to distribute 687,231 pounds into Escambia County through partner agencies, mobile distributions, and the Child Nutrition programs.
- Pounds distributed since September 1, (241,068) were "chargeable pounds". This means the pounds were not provided through a federal nutrition program or subsidized by any other state/federal funds.
- Feeding the Gulf Coast has covered the cost of these "chargeable pounds" by utilizing multiple resources to help meet the need, including alternative funding sources (Donors, corporate partners, etc.).
- Feeding the Gulf Coast has purchased 295,000 pounds of product to help supplement its inventory to meet the need in Escambia County.
- The program anticipates still meeting the 2.2 million pounds with a mix of "chargeable" and "nonchargeable" product.
- Feeding the Gulf Coast has incurred an average cost of $.85 per pound, this does not include any transportation or distribution costs.
- The distribution cost is estimated to be $.10 per pound.
- The Agency Relations team is placing the product as it arrives.
- CNP/School Pantries at the following locations: Sacred Heart, Boys and Girls Club, Washington High, Oakwood-CDAC, CA Weis. Serving an average of 600 children total (all sites combined), per distribution.

BUDGETARY IMPACT:

The funding source is the CARES Act allocation to Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved this Funding Program Agreement as well as the Contract Amendment for Feeding the Gulf Coast.

PERSONNEL:

No additional impact to personnel with this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A.

IMPLEMENTATION/COORDINATION:

County Administration will manage this Agreement.

Attachments

Feeding the Gulf Coast Amendment
Escambia County CARES Attestation

AMENDMENT TO CARES ACT FUNDING PROGRAM AGREEMENT
(Food Purchase & Distribution)

THIS FIRST AMENDMENT TO THE AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Feeding the Gulf Coast, (hereinafter referred to as "Recipient") with administrative offices at 5709 Industrial Boulevard, Milton, Florida 32583 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, on August 31, 2020, the Parties previously entered into the *CARES Act Funding Program Agreement* (hereinafter referred to as "CARES Funding Agreement") whereby Recipient agreed to utilize received CARES Act funds to procure and/or distribute food items to organizations serving food insecure individuals in Escambia County; and

WHEREAS, the Parties have agreed to amend certain provisions of the CARES Funding Agreement; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety, and welfare of the citizens of Escambia County to amend the CARES Funding Agreement as follows.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the County and Recipient agree to amend the CARES Funding Agreement as follows:

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

2. Section 3 of the CARES Funding Agreement related to *Funding* is amended as follows:

> **Section 3. Funding.** The Recipient agrees to accept as full payment for eligible Services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and approved expenditures and encumbrances made by the Recipient under this Agreement. Said Services shall be performed in a manner satisfactory to the County. In no event shall the total funding or reimbursement to be paid hereunder exceed the maximum and total authorized sum of ~~$1,100,000.00~~ $650,000.00 for the period of the Effective Date through December 30, 2020. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.
>
> This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of CARES Act funding from the FDEM. Nothing in this Agreement shall obligate the County to provide funding from the County's annual budget and appropriations.
>
> County hereby agrees to pay Recipient for all CARES Act eligible Services outlined in **Attachment A**, including, but not limited to the purchase and/or distribution of up to ~~2,200,000~~ 684,210.53 pounds of food at a cost of ~~$0.50~~ $0.95 per pound.
>
> The Recipient agrees to return to the County any overpayments due to unearned

funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this Agreement that were paid to Recipient by the County. If the County or its independent auditor discovers that an overpayment has been made, Recipient will repay the overpayment within forty (40) calendar days without prior notification from the County. If the County discovers an overpayment has been made, the County will notify Recipient in writing of such a finding. Should repayment not be made in the time specified by the County, Recipient will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The County reserves the right, in its sole and exclusive discretion, to recoup Recipient's unearned funds from any invoice submitted under this Agreement or through collection proceedings.

3. The Parties hereby agree that all other provisions of the CARES Funding Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. The effective date of this Amendment shall be on the date last executed by the Parties.

5. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

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

[Signature Block on Following Page]

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

BCC APPROVED: _____

By: _____
Deputy Clerk

(SEAL)

RECIPIENT:
Feeding the Gulf Coast

By: _____

ATTEST:

Date: _____

By: _____

Approved as to form and legal sufficiency.

By: Matthew R. Shaud
Title: Assistant County Attorney
Date: October 20, 2020

I, representative for County of Escambia County and on behalf of the County, hereby certify and attest that the County has incurred or encumbered costs amounting to at least 25% of its total Coronavirus Relief Fund ("CRF") allocation awarded by the State of Florida in Phase I of the FL CARES Local Government Program. I further certify all costs as outlined below are true and accurate. I acknowledge that if such reported costs are found to be untrue, and such costs were either not encumbered by the county, or the amounts provided were inaccurate, the County may be required to reimburse the State of Florida for its initial 25% allocation of its total funding, and may be prohibited from securing further CRF distributions under this program. I further acknowledge the State of Florida's decision to distribute any additional CRF funding to the County is contingent on the truthfulness of the representations provided herein regarding the County's initial 25% allocation.

I hereby represent that this County has incurred or encumbered costs totaling at least its initial 25% CRF allocation. I certify that the costs below have specifically been encumbered:

Fund 119 COST CENTERS	CARES Program	Initial Allocation (25%)
110181	**Family CARES EFA**	$3,500,000.00
110182	**Business CARES EFA**	$2,080,300.00
110183	**Rapid Testing**	$94,403.00
110184	**Escambia Serves**	$21,485.00
110185	**Public Health & Safety**	$7,525,136.00
110186	**Government Response & Compliance**	$1,000,000.00
110187	**FEMA Reimbursement**	$0.00
110188	**COVID 19 Operations & Oversight**	$100,000.00
110189	**Replenishment**	$0.00
	Total	**$14,321,324.00**

Finally, I acknowledge that this attestation does not in any way guarantee the above expenses are eligible for reimbursement under U.S. Treasury guidance. I acknowledge that eligibility will be separately assessed based on the information provided above with additional supporting documentation to substantiate the above incurred or encumbered expenses and ensure those expenses are eligible for reimbursement under the CRF and Florida specific guidelines.

Subrecipient: Escambia County

By: _____

Name & Title: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18800 **County Administrator's Report 10. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: FY 2020 Budget Compliance and FY 2021 Carryforwards
From: Amber McClure, Chief Budget Officer
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Fiscal Year 2020 Budget Compliance and Fiscal Year 2021 Carryforwards - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board take the following action amending the Fiscal Year 2020 and Fiscal Year 2021 Budgets:

A. Approve the Fiscal Year 2020 Supplemental Budget Amendment #228 to provide for additional budget as required for statutory compliance to not exceed spending authority at the fund level per Florida Statute 129.07; and

B. Approve Fiscal Year 2021 Supplemental Budget Amendment #001 to carryforward unencumbered funds associated with on-going Grants and projects, in the amount of $31,747,990, and encumbered funds associated with Fiscal Year 2020 open Purchase Orders relating to Contracts or equipment purchases, in the amount of $18,854,336.

BACKGROUND:

The Fiscal Year 2020 Supplemental Budget Amendment is required per Florida Statute 129.07 to ensure the County does not exceed its spending authority at the fund level. The Fiscal Year 2021 Supplemental Budget Amendment provides for additional budget for encumbered and unencumbered carryforwards. Encumbered carryforwards (previously referred to as auto re-budgets) are for purchase orders relating to contracts or equipment purchases that were not completed by September 30, 2020. Unencumbered carryforwards (previously referred to as manual re-budgets) relate to grants and projects that were not completed by September 30, 2020.

The Fiscal Year 2021 budget process was adjusted to ensure the carryforward appropriations were minimal compared to prior years. For comparison, Fiscal Year 2020 unencumbered carryforwards totaled $107,255,141 and encumbered carryforwards totaled $90,075,471.86. Fiscal Year 2021 unencumbered and encumbered carryforward amounts are 30% and 21% of prior year totals, respectively.

BUDGETARY IMPACT:

The Fiscal Year 2020 amendment will increase the County Budget by $15,000,000. The Fiscal Year 2021 amendment will increase the County Budget by $50,602,326.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#228
SBA#001
20-21 Encumbered Carryforwards
20-21 Unencumbered Carryforwards

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Numbe
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Fiscal Year 2019-2020 Local Option Sales Tax III Fund (Fund 352) had deficits in certain cost centers due to erroneous transfers to the Debt Service Fund (Fund 203), and these transfers now need to be corrected, and

WHEREAS, the Fiscal Year 2019-2020 Disaster Recovery budgets had deficits in certain cost centers due to Hurricane Sally debris hauling and emergency protective measures, and recognizing this estimate ensures we will not exceed our spending authority per F.S. 129.07.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Fund Number / Name	Revenue Title	Account Code	Amount
203/Debt Service	Reimburse Debt Service - IHMC	369423	1,012,500
203/Debt Service	Transfer from 352	381352	(1,012,500)
203/Debt Service	Reimburse Debt Service - SRIA, Beach Renurishment	369424	1,284,959
203/Debt Service	Transfer from 352	381352	(1,284,959)
112/Disaster Recovery	FEMA Reimbursement	331203	15,000,000
Total			$15,000,000

Fund Number / Name	Cost Center Number/Name	Account Code/ Appropriations Title	Amount
352/Local Option Sales Tax III	110254/FL Institute for Human & Machine Cognition IHMC	59123/Transfer to 203	1,012,500
352/Local Option Sales Tax III	110254/FL Institute for Human & Machine Cognition IHMC	59801/Reserves	(1,012,500)
352/Local Option Sales Tax III	110272/SRIA Beach Renurishment	59123/Transfer to 203	1,284,959
352/Local Option Sales Tax III	110272/SRIA Beach Renurishment	59801/Reserves	(1,284,959)
112/Disaster Recovery	330901/CAT A Hurricane Sally	53401/Other Contractual Services	10,000,000
112/Disaster Recovery	330902/Cat B Hurricane Sally	55201/Operating Supplies	5,000,000
Total			$15,000,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

Adopted

Rebecca McMullen Amber McClure
Amber McClure (Oct 28, 2020 15:12 CDT)

OMB Approved

Supplemental Budget Amendment
228

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2021-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, changes to the FY 2020-2021 Proposed Budget have occurred to carry forward the balance of FY2020 open purchase orders and previously approved grant, construction, and other project balances, and these changes must be approved by the Board of County Commissioners.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2021:

FUND SUMMARY:

Fund Name	Fund Number	AMOUNT
General Fund	001	$1,586,493
Escambia Cty Restr	101	122,161
Code Enforcement	103	243,440
Mass Transit	104	8,687,509
Tourist Development	108	560,239
Other Grants & Programs	110	2,437,975
Detention/Jail	111	356,379
Library	113	194,195
RESTORE	118	19,063,458
Law Enforcement Trust	121	30,000
Bob Sikes Toll Facilty	167	2,225,752
Transportation Trust Fund	175	1,511,931
MSBU Assessment	177	3,466,674
Master Drainage Basin	181	804,067
Series 2017 Project	311	(7,432,939)
FTA-Capital Projects	320	5,098,621
LOST IV	353	8,455,123
Solid Waste	401	2,586,485
Inspection Fund	406	78,948
Emergency Medical	408	283,787
Internal Service Fund	501	242,028
		$50,602,326

REVENUES/FUNDING SOURCES:

FUND	ACCOUNT	ACCOUNT TITLE	AMOUNT
001	389901	Fund Balance	466,244
103	389901	Fund Balance	63,440
108	389901	Fund Balance	29,792
111	389901	Fund Balance	356,379
113	389901	Fund Balance	67,329
118	389901	Fund Balance	1,458,586
167	389901	Fund Balance	1,225,752
175	389901	Fund Balance	762,409
177	389901	Fund Balance	3,466,674
181	389901	Fund Balance	54,670
353	389901	Fund Balance	8,455,123
401	389901	Fund Balance	2,126,962
406	389901	Fund Balance	78,948
501	389901	Fund Balance	242,028
		Total encumbered carryforwards	**18,854,336**

FUND	ACCOUNT	ACCOUNT TITLE	AMOUNT
001	389901	Fund Balance	805,983
001	331297	COVID-BJA FY20 CESF	63,750
001	331202	DOJ PREA Grant	168,516
001	389901	Fund Balance	52,500
001	389901	Fund Balance	4,500
001	389901	Fund Balance	25,000
101	389901	Fund Balance	7,921
101	366701	Perdido Key Public Imp Fund	19,897
101	343701	Tree Fund Ordinance	30,000
101	349010	Wetland Mitigation	10,775
101	366004	Memorial Reef	9,937
101	365002	Jones Swamp Wetland Preserve	15,946
101	334332	National Pollutant Discharge System	13,709
101	343903	Water Quality Lab	8,976
101	347401	Parks Special Events	5,000
103	389901	Fund Balance	180,000
104	331487	FTA-104-CARES Act Grant	8,687,509
108	312101	Tourist Development Tax	279,271
108	312101	Tourist Development Tax	221,176
108	389901	Fund Balance	30,000
110	334244	Hazardous Materials Plan grant	40,973
110	331626	CARES-CRF-FHFC Housing	859,952
110	334211	EMS County Award grant	16,456
110	331298	EMPS-S grant	10,138
110	331272	Hazmat Technical Rescue grant	136,513
110	331290	Hazardous Materials Team grant	28,871
110	334326	Oriskany PCB Monitoring	1,692
110	334704	Vessel Registration Fees	321,621
110	331305	Glynn Key Stormwater	2,139
110	331412	Recreation Trail SW Greenway	175,000
110	331901	EPA Jackson Lake 43616	24,120
110	337386	NFWF Living Shoreline	51,650
110	364004	Other Land Sales	302,365
110	331105	Federal Elections Activity Grant	30,925
110	331108	SOE Security Grant	8,305
110	331296	NAS Land Use Grant	225,000
110	331299	JAG#2018-DJBX-0746	81,843
110	NEW	JAG#2019-DJBX-0672	115,412
110	334251		5,000
113	366218	Friends-Library Donations	58,164
113	389901	Fund balance	68,500
113	366219	Donations-Library	202
118	334735	NRDA Boat Ramps	380,638
118	337385	NFWF# 45910 Bayou Chico	3,414,203
118	334737	FWC 15153 Artificial Reefs	64,781
118	334728	NRDA Bob Sikes Fishing Project	963,090
118	331350	FDEP#RES04 Beach Haven PH II	5,581,400
118	331391	EPA Bays Esturary Program	1,546,121
118	337308	Pensacola & Perdido Bays Estuary Program	30,000
118	331706	RDC Infrastructure	15,299
118	331706	RDC Infrastructure	1,348,338
118	334736	RESTORE Planning Assistance	293,398
118	389901	Fund Balance	354,072
118	331393	RDC Economic Development	300,000
118	331705	FDEP Living Shoreline	6,983
118	331301	RDC Natural Resources	134,420
118	331301	RDC Natural Resources	18,823
118	334394	NRDA Carp Creek HW DH006	1,596,650
118	334393	NRDA Carp Creek Park DH012	423,120
118	337712	NRDA Innerarity Park OGC114	593,901
118	331392	EPA MX Trash Reduction Grant	297,220

FUND	ACCOUNT	ACCOUNT TITLE	AMOUNT
118	NEW	NRDA Nutrient Reduction Grant	242,415
121	359005	Law Enforcement Trust	30,000
167	344601	Bob Sikes Toll Bridge	1,000,000
175	389901	Fund Balance	713,000
175	312401	Local Option Gas Tax	36,522
181	325101	Master Drainage Basin	7,132
181	325102	Master Drainage Basin	27,321
181	325103	Master Drainage Basin	22,336
181	325104	Master Drainage Basin	13,719
181	325105	Master Drainage Basin	16,461
181	325106	Master Drainage Basin	131,075
181	325107	Master Drainage Basin	72,853
181	325108	Master Drainage Basin	15,418
181	325109	Master Drainage Basin	38,899
181	325110	Master Drainage Basin	110,571
181	325111	Master Drainage Basin	15,476
181	325112	Master Drainage Basin	20,182
181	325113	Master Drainage Basin	102,081
181	325114	Master Drainage Basin	30,670
181	325115	Master Drainage Basin	41,713
181	325116	Master Drainage Basin	63,614
181	325117	Master Drainage Basin	11,832
181	325118	Master Drainage Basin	8,044
311	389901	Fund Balance	(7,432,939)
320	331459	2011 FTA Grant FL90X759	18,855
320	331460	2012 FTA Grant FL90-X804	341,240
320	331464	2013 FTA320 FL90-X825	11,397
320	331472	2014 FTA320 FL90-X848	156,919
320	331477	2015 FTA 320 FL90-X877-00	1,182,907
320	331478	2014 FTA 320 FL34-0030-00	312,833
320	331480	2016 FTA FL17-003-00	31,678
320	331482	2017 FTA FL17-005-00	500,483
320	331426	2017 FTA 320-FL90-X938	148,413
320	331427	2018 FTA GRNT 1092-2018-1	99,264
320	331485	FTA FL 2019-059-00	100,022
320	331488	FTA-320-CARES Act Grant	101,379
320	331489	FTA FL-2020-052-00	302,601
320	NEW	2019 FTA GRNT 1001-2019-6	160,722
320	381104	Transfer from Fund 104	17,858
320	NEW	FTA FL 2020-109-00	1,612,050
401	389901	Fund Balance	459,523
408	331295	EMS CARES Act	283,787
		Total unencumbered carryforwards	**31,747,990**
Total carryforwards			**$50,602,326**

EXPENSES/USES:

FUND / COST CENTER	ACCOUNT	ACCOUNT TITLE	AMOUNT
001 / 110201	53101	Professional Services	$4,000
001 / 210607	56201	Buildings	2,830
001 / 220100	53101	Professional Services	15,180
001 / 250207	53401	Other Contractual Services	11,240
001 / 270102	53401	Other Contractual Services	25,900
001 / 290401	55101	Office Supplies	17,001
001 / 290401	55201	Operating Supplies	21,521
001 / 290401	55201	Operating Supplies	19,162
001 / 310203	53101	Professional Services	5,423
001 / 310204	53101	Professional Services	2,628
001 / 310204	54601	Repair & Maintenance	9,883
001 / 310204	54601	Repair & Maintenance	132,800
001 / 310204	54601	Repair & Maintenance	190,676
001 / 310204	54601	Repair & Maintenance	8,000

FUND / COST CENTER	ACCOUNT	ACCOUNT TITLE	AMOUNT
103 / 220110	53401	Other Contractual Services	680
103 / 220110	53401	Other Contractual Services	340
103 / 220110	53401	Other Contractual Services	5,400
103 / 220110	53401	Other Contractual Services	7,300
103 / 220110	53401	Other Contractual Services	3,900
103 / 220110	53401	Other Contractual Services	6,400
103 / 220110	53401	Other Contractual Services	5,800
103 / 220110	53401	Other Contractual Services	4,899
103 / 220110	53401	Other Contractual Services	450
103 / 220110	53401	Other Contractual Services	5,395
103 / 220110	53401	Other Contractual Services	4,100
103 / 220110	53401	Other Contractual Services	4,100
103 / 220110	53401	Other Contractual Services	4,500
103 / 220110	53401	Other Contractual Services	150
103 / 220110	53401	Other Contractual Services	200
103 / 220110	53401	Other Contractual Services	200
103 / 220110	53401	Other Contractual Services	300
103 / 220110	53401	Other Contractual Services	300
103 / 220110	53401	Other Contractual Services	400
103 / 220110	53401	Other Contractual Services	4,900
103 / 220110	53401	Other Contractual Services	1,349
103 / 220110	53401	Other Contractual Services	1,777
103 / 220110	53401	Other Contractual Services	600
108 / 220805	56401	Machinery & Equipment	29,792
111 / 290406	53101	Professional Services	73,940
111 / 290406	53101	Professional Services	2,104
111 / 290406	55201	Operating Supplies	24,541
111 / 290406	56401	Machinery & Equipment	21,840
111 / 290406	56401	Machinery & Equipment	201,975
111 / 290406	55201	Operating Supplies	31,979
113 / 110501	54601	Repair & Maintenance	4,726
113 / 110501	54601	Repair & Maintenance	55,695
113 / 110501	54601	Repair & Maintenance	6,908
118 / 222001	54301	Utility Services	618
118 / 222001	54301	Utility Services	1,964
118 / 222008	53401	Other Contractual Services	11,500
118 / 222008	53401	Other Contractual Services	49,726
118 / 222020	53101	Professional Services	15299
118 / 222021	53101	Professional Services	1,348,095
118 / 222041	53101	Professional Services	6964
118 / 222042	53101	Professional Services	24420
167 / 140302	54601	Repair & Maintenance	18,040
167 / 140302	56301	Improv other than Buildings	17,817
167 / 140302	56301	Improv other than Buildings	1,189,895
175 / 211201	53101	Professional Services	9,563
175 / 211201	55201	Operating Supplies	1,118
175 / 211201	55201	Operating Supplies	1,222
175 / 211201	55201	Operating Supplies	363
175 / 211201	55201	Operating Supplies	178
175 / 211201	55201	Operating Supplies	400
175 / 211201	55201	Operating Supplies	191
175 / 211201	55201	Operating Supplies	3,383
175 / 211201	55201	Operating Supplies	5,214
175 / 211201	55201	Operating Supplies	1,229
175 / 211201	55201	Operating Supplies	1,022
175 / 211201	55201	Operating Supplies	4,824
175 / 211201	55201	Operating Supplies	4,250
175 / 211201	55201	Operating Supplies	1,078
175 / 211201	55201	Operating Supplies	2,125
175 / 211201	56301	Improv other than Buildings	96,000
175 / 211201	56301	Improv other than Buildings	112,100

FUND / COST CENTER	ACCOUNT	ACCOUNT TITLE	AMOUNT
175 / 211201	56301	Improv other than Buildings	11,210
175 / 211201	56301	Improv other than Buildings	13,625
175 / 211201	56301	Improv other than Buildings	44,570
175 / 211201	56301	Improv other than Buildings	44,570
175 / 211201	56401	Machinery & Equipment	14,580
175 / 211201	56401	Machinery & Equipment	1,530
175 / 211201	56401	Machinery & Equipment	8,340
175 / 211201	56401	Machinery & Equipment	287
175 / 211602	53401	Other Contractual Services	11,536
175 / 211602	56301	Improv other than Buildings	420
175 / 260102	56401	Machinery & Equipment	234,600
175 / 260102	56401	Machinery & Equipment	47,952
175 / 260102	56401	Machinery & Equipment	61,698
175 / 260102	56401	Machinery & Equipment	23,231
177 / 142019	56301	Improv other than Buildings	3,466,674
181 / 210724	56301	Improv other than Buildings	7,480
181 / 210731	56301	Improv other than Buildings	1,225
181 / 210731	56301	Improv other than Buildings	45,965
353 / 110102	53101	Professional Services	85,770
353 / 110102	56301	Improv other than Buildings	7,823
353 / 110102	56301	Improv other than Buildings	133,858
353 / 110102	56301	Improv other than Buildings	200,000
353 / 110102	56301	Improv other than Buildings	47,314
353 / 110102	56301	Improv other than Buildings	25,658
353 / 110102	56301	Improv other than Buildings	146,837
353 / 110277	58201	Aid to Private Organizations	9,290
353 / 210106	56301	Improv other than Buildings	2,229
353 / 210106	56301	Improv other than Buildings	98,083
353 / 210106	56301	Improv other than Buildings	356,424
353 / 210106	56301	Improv other than Buildings	55,690
353 / 210106	56301	Improv other than Buildings	100,501
353 / 210106	56301	Improv other than Buildings	8,670
353 / 210106	56301	Improv other than Buildings	1,333
353 / 210106	56301	Improv other than Buildings	38,344
353 / 210106	56301	Improv other than Buildings	38,699
353 / 210106	56301	Improv other than Buildings	234,152
353 / 210106	56301	Improv other than Buildings	39,054
353 / 210106	56301	Improv other than Buildings	3,258
353 / 210106	56301	Improv other than Buildings	201,795
353 / 210106	56301	Improv other than Buildings	169,742
353 / 210106	56301	Improv other than Buildings	23,237
353 / 210106	56301	Improv other than Buildings	1,582,974
353 / 210106	56301	Improv other than Buildings	575,443
353 / 210106	56301	Improv other than Buildings	4,488
353 / 210106	56301	Improv other than Buildings	550,222
353 / 210106	56301	Improv other than Buildings	266,495
353 / 210106	56301	Improv other than Buildings	18,908
353 / 210106	56301	Improv other than Buildings	1,021,343
353 / 210106	56301	Improv other than Buildings	181,134
353 / 210106	56301	Improv other than Buildings	18,104
353 / 210106	56301	Improv other than Buildings	20,388
353 / 210106	56301	Improv other than Buildings	31,286
353 / 210106	56301	Improv other than Buildings	11,788
353 / 210106	56301	Improv other than Buildings	7,550
353 / 210106	56301	Improv other than Buildings	74,552
353 / 210106	56301	Improv other than Buildings	24,935
353 / 210106	56301	Improv other than Buildings	199,974
353 / 210106	56301	Improv other than Buildings	188,081
353 / 220104	56301	Improv other than Buildings	24,795
353 / 220106	53101	Professional Services	302,850
353 / 330434	56401	Machinery & Equipment	14,416

FUND / COST CENTER	ACCOUNT	ACCOUNT TITLE	AMOUNT
353 / 330434	56401	Machinery & Equipment	22,300
353 / 330434	56401	Machinery & Equipment	600
353 / 330434	56401	Machinery & Equipment	555
353 / 330434	56401	Machinery & Equipment	923,688
353 / 350221	53401	Other Contractual Services	8,613
353 / 350221	53401	Other Contractual Services	8,370
353 / 350221	53401	Other Contractual Services	14,575
353 / 350221	53401	Other Contractual Services	2,900
353 / 350221	53401	Other Contractual Services	7,900
353 / 350221	53401	Other Contractual Services	8,040
353 / 350221	53401	Other Contractual Services	14,400
353 / 350221	53401	Other Contractual Services	11,745
353 / 350221	53401	Other Contractual Services	12,150
353 / 350221	56301	Improv other than Buildings	22,980
353 / 350221	56301	Improv other than Buildings	34,178
353 / 350229	56301	Improv other than Buildings	19,018
353 / 410147	56201	Buildings	17,912
353 / 410147	56201	Buildings	127,221
353 / 540113	56201	Buildings	6,767
353 / 540113	56301	Improv other than Buildings	43,724
401 / 230314	56401	Machinery & Equipment	286,018
401 / 230304	53101	Professional Services	9,728
401 / 230304	53101	Professional Services	89,584
401 / 230304	53101	Professional Services	79,592
401 / 230304	53101	Professional Services	28,970
401 / 230309	53101	Professional Services	33,240
401 / 230316	53101	Professional Services	4,600
401 / 230304	53101	Professional Services	26,565
401 / 230307	56401	Machinery & Equipment	141,309
401 / 230304	53101	Professional Services	256,428
401 / 230315	56301	Improv other than Buildings	972,222
401 / 230304	53401	Other Contractual Services	18,400
401 / 230309	53401	Other Contractual Services	21,500
401 / 230316	53401	Other Contractual Services	1,100
401 / 230314	54601	Repair & Maintenance	70,402
401 / 230314	54601	Repair & Maintenance	5,265
401 / 230304	54601	Repair & Maintenance	5,110
401 / 230314	54601	Repair & Maintenance	76,929
406 / 250111	56401	Machinery & Equipment	78,948
501 / 210407	55201	Operating Supplies	33,332
501 / 150108	53101	Professional Services	31,250
501 / 140836	53401	Other Contractual Services	88,866
501 / 150111	56401	Machinery & Equipment	18,843
501 / 150112	53101	Professional Services	69,737
		Total encumbered carryforwards	**18,854,336**

FUND / COST CENTER	ACCOUNT	ACCOUNT TITLE	AMOUNT
001/110101	58201	Aids to Private Organizations	559,217
001/110101	53401	Other Contractual Services	246,766
001/290411	56201	Buildings	63,750
001/290412	51201	Regular Salaries	146,423
001/290412	52101	FICA Taxes	11,200
001/290412	52201	Retirement Contributions	34,800
001/290412	52301	Life & Health	20,000
001/290412	52401	Workers Compensation	19,609
001/290412	56401	Machinery & Equipment	100,000
001/290412	54701	Printing & Binding	5,000
001/290401	51201	Salaries	(73,212)
001/290401	52101	FICA Taxes	(5,600)
001/290401	52201	Retirement Contributions	(17,400)
001/290401	52301	Life & Health	(10,000)

FUND / COST CENTER	ACCOUNT	ACCOUNT TITLE	AMOUNT
001/290401	52401	Workers Compensation	(9,804)
001/221001	55201	Operating Supplies	4,500
001/220105	53101	Professional Services	25,000
101/260108	54931	Host Ordinance Items	7,921
101/110265	56301	Improvements Other than Buildings	19,897
101/220310	53401	Other Contractual Services	20,000
101/220310	55201	Operating Supplies	10,000
101/220336	53401	Other Contractual Services	8,775
101/220336	54601	Repair & Maintenance	2,000
101/220809	56301	Improvements Other than Buildings	9,937
101/221016	54601	Repair & Maintenance	15,946
101/221018	53401	Other Contractual Services	3,000
101/221018	56401	Machinery & Equipment	10,709
101/221027	55201	Operating Supplies	8,976
101/350224	55201	Operating Supplies	5,000
103/220110	53401	Other Contractual Services	180,000
104/320409	51201	Regular Salaries	6,710,744
104/320409	53405	ADA Paratransit Costs	1,181,873
104/320409	54601	Repair & Maintenance	9,588
104/320409	54606	Preventative Maintenance	307,239
104/320409	55201	Operating Supplies	18,395
104/320409	55204	Fuel	459,670
108/360101	56301	Improvements Other than Buildings	279,271
108/360105	56301	Improvements Other than Buildings	221,176
108/360105	54901	Other Current Charges & Obligations	30,000
110/330323	56401	Machinery & Equipment	40,973
110/370239	51201	Regular Salaries	18,184
110/370239	52101	FICA Taxes	1,391
110/370239	52201	Retirement Contributions	1,819
110/370239	52301	Life & Health	3,750
110/370239	52401	Workers Compensation	157
110/370239	53401	Other Contractual Services	39,136
110/370239	54201	Postage & Freight	99
110/370239	54801	Promotional Activities	936
110/370239	54901	Other Current Charges & Obligations	2,660
110/370239	55101	Operating Supplies	407
110/370239	55201	Operating Supplies	6,750
110/370239	58301	Other Grants & Aids	784,663
110/330318	55201	Operating Supplies	12,767
110/330318	56401	Machinery & Equipment	3,689
110/330485	55201	Operating Supplies	10,138
110/330232	54601	Repair & Maintenance	39,250
110/330232	55201	Operating Supplies	1,300
110/330232	56401	Machinery & Equipment	95,963
110/330324	54601	Repair & Maintenance	12,104
110/330324	55201	Operating Supplies	2,093
110/330324	56401	Machinery & Equipment	14,674
110/220338	53101	Professional Services	1,692
110/220807	56301	Improvements Other than Buildings	321,621
110/221002	54601	Repair & Maintenance	2,139
110/221017	56301	Improvements Other than Buildings	175,000
110/221026	51201	Regular Salaries	24,080
110/221026	55201	Operating Supplies	40
110/221028	55201	Operating Supplies	51,650
110/221030	56101	Land	302,365
110/550125	54701	Printing & Binding	20,000
110/550125	54801	Promotional Activities	10,925
110/550120	55201	Operating Supplies	8,305
110/240211	53101	Professional Services	225,000
110/540202	58101	Aids to Governmental Agencies	81,843
110/540208	58101	Aids to Governmental Agencies	115,412

FUND / COST CENTER	ACCOUNT	ACCOUNT TITLE	AMOUNT
110/330458	58201	Aids to Private Organizations	5,000
113/110509	55201	Operating Supplies	30,000
113/110509	56401	Machinery & Equipment	28,164
113/110503	55201	Operating Supplies	68,500
113/110504	55201	Operating Supplies	202
118/222001	53401	Other Contractual Services	211,177
118/222001	54301	Utility Services	32,084
118/222001	54601	Repair & Maintenance	115,611
118/222001	55201	Operating Supplies	21,766
118/222002	51201	Regular Salaries	1,289
118/222002	53401	Other Contractual Services	38,882
118/222002	55201	Operating Supplies	14,693
118/222002	56301	Improvements Other than Buildings	3,359,339
118/222004	53401	Other Contractual Services	56,563
118/222004	54601	Repair & Maintenance	4,090
118/222004	55201	Operating Supplies	2,722
118/222004	55204	Fuel	1,406
118/222005	56301	Improvements Other than Buildings	963,090
118/222007	51201	Regular Salaries	22,072
118/222007	53401	Other Contractual Services	18,000
118/222007	55201	Operating Supplies	12,000
118/222007	56301	Improvements Other than Buildings	5,529,328
118/222008	53101	Professional Services	84,000
118/222008	53401	Other Contractual Services	148,500
118/222008	54001	Travel & Per Diem	40,000
118/222008	54401	Rentals & Leases	144,000
118/222008	54701	Printing & Binding	8,021
118/222008	54901	Other Current Charges & Obligations	128,535
118/222008	55201	Operating Supplies	44,634
118/222008	56401	Machinery & Equipment	23,907
118/222008	59801	Reserves	924,524
118/222009	53401	Other Contractual Services	30,000
118/222020	53101	Professional Services	15,299
118/222021	53101	Professional Services	1,348,338
118/222030	53401	Other Contractual Services	20,000
118/222030	54901	Other Current Charges & Obligations	38,315
118/222030	55201	Operating Supplies	1,025
118/222030	59801	Reserves	234,058
118/222031	54901	Other Current Charges & Obligations	323,732
118/222031	59801	Reserves	30,340
118/222032	53101	Professional Services	250,000
118/222032	59801	Reserves	50,000
118/222041	53101	Professional Services	6,983
118/222042	53101	Professional Services	84,420
118/222042	55201	Operating Supplies	30,500
118/222042	56401	Machinery & Equipment	19,500
118/222043	53101	Professional Services	18,823
118/222044	53401	Other Contractual Services	15,616
118/222044	54901	Other Current Charges & Obligations	63,984
118/222044	56101	Land	247,050
118/222044	56301	Improvements Other than Buildings	1,270,000
118/222045	54901	Other Current Charges & Obligations	13,120
118/222045	56301	Improvements Other than Buildings	410,000
118/350239	53401	Other Contractual Services	270,975
118/350239	54301	Utility Services	283,042
118/350239	54601	Repair & Maintenance	28,000
118/350239	55201	Operating Supplies	11,884
118/222010	51201	Regular Salaries	26,000
118/222010	52101	FICA Taxes	9,100
118/222010	53401	Other Contractual Services	95,700
118/222010	54301	Utility Services	18,000

FUND / COST CENTER	ACCOUNT	ACCOUNT TITLE	AMOUNT
118/222010	54901	Other Current Charges & Obligations	27,020
118/222010	55201	Operating Supplies	31,400
118/222010	58201	Aids to Private Organizations	90,000
118/222011	51201	Regular Salaries	118,533
118/222011	52101	FICA Taxes	52,497
118/222011	53101	Professional Services	4,500
118/222011	53401	Other Contractual Services	33,720
118/222011	54001	Travel & Per Diem	2,120
118/222011	54601	Repair & Maintenance	12,000
118/222011	55201	Operating Supplies	19,045
121/540103	58201	Aids to Private Organizations	30,000
167/140302	56301	Improvements Other than Buildings	1,000,000
175/260102	56401	Machinery & Equipment	713,000
175/211602	53401	Other Contractual Services	36,522
181/210719	56301	Improvements Other than Buildings	7,132
181/210720	56301	Improvements Other than Buildings	27,321
181/210721	56301	Improvements Other than Buildings	22,336
181/210722	56301	Improvements Other than Buildings	13,719
181/210723	56301	Improvements Other than Buildings	16,461
181/210724	56301	Improvements Other than Buildings	131,075
181/210725	56301	Improvements Other than Buildings	72,853
181/210726	56301	Improvements Other than Buildings	15,418
181/210727	56301	Improvements Other than Buildings	38,899
181/210728	56301	Improvements Other than Buildings	110,571
181/210729	56301	Improvements Other than Buildings	15,476
181/210730	56301	Improvements Other than Buildings	20,182
181/210731	56301	Improvements Other than Buildings	102,081
181/210732	56301	Improvements Other than Buildings	30,670
181/210733	56301	Improvements Other than Buildings	41,713
181/210734	56301	Improvements Other than Buildings	63,614
181/210735	56301	Improvements Other than Buildings	11,832
181/210736	56301	Improvements Other than Buildings	8,044
311/290408	56201	Buildings	(7,432,939)
320/211223	54601	Repair & Maintenance	9,840
320/211223	56401	Machinery & Equipment	9,015
320/211224	54601	Repair & Maintenance	6,158
320/211224	54607	Support Facility Repairs	120,119
320/211224	56401	Machinery & Equipment	214,963
320/211226	54601	Repair & Maintenance	11,397
320/211231	56401	Machinery & Equipment	156,919
320/211233	56401	Machinery & Equipment	1,182,907
320/211234	56301	Improvements Other than Buildings	92,833
320/211234	56401	Machinery & Equipment	220,000
320/211236	56301	Improvements Other than Buildings	31,678
320/211237	56301	Improvements Other than Buildings	160,483
320/211237	56401	Machinery & Equipment	340,000
320/211239	54601	Repair & Maintenance	30,702
320/211239	58101	Aids to Governmental Agencies	117,711
320/211240	54601	Repair & Maintenance	35,310
320/211240	58101	Aids to Governmental Agencies	63,954
320/211241	54601	Repair & Maintenance	36,000
320/211241	58101	Aids to Governmental Agencies	64,022
320/211243	56401	Machinery & Equipment	101,379
320/211244	53101	Professional Services	200,000
320/211244	56301	Improvements Other than Buildings	36,487

FUND / COST CENTER	ACCOUNT	ACCOUNT TITLE	AMOUNT
320/211244	58101	Aids to Governmental Agencies	66,114
320/211245	56401	Machinery & Equipment	178,580
320/211246	56401	Machinery & Equipment	1,612,050
401/230315	56401	Machinery & Equipment	459,523
408/330305	55201	Operating Supplies	283,787
		Total unencumbered carryforwards	**31,747,990**
Total carryforwards			**$50,602,326**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Steven Barry, Chairman

Adopted
Amber McClure
Amber McClure (Oct 28, 2020 15:39 CDT)
OMB Approved

Supplemental Budget Amendment
#001

Encumbered Carryforwards - FY2020 Purchases Orders rolled to FY2021 that need budget added

FUND / COST CENTER	ACCOUNT	ACCOUNT TITLE	AMOUNT
001 / 110201	53101	PROFESSIONAL SERVICES	$4,000
001 / 210607	56201	BUILDINGS	2,830
001 / 220100	53101	PROFESSIONAL SERVICES	15,180
001 / 250207	53401	OTHER CONTRACTUAL SERVICE	11,240
001 / 270102	53401	OTHER CONTRACTUAL SERVICE	25,900
001 / 290401	55101	OFFICE SUPPLIES	17,001
001 / 290401	55201	OPERATING SUPPLIES	21,521
001 / 290401	55201	OPERATING SUPPLIES	19,162
001 / 310203	53101	PROFESSIONAL SERVICES	5,423
001 / 310204	53101	PROFESSIONAL SERVICES	2,628
001 / 310204	54601	REPAIR & MAINTENANCE	9,883
001 / 310204	54601	REPAIR & MAINTENANCE	132,800
001 / 310204	54601	REPAIR & MAINTENANCE	190,676
001 / 310204	54601	REPAIR & MAINTENANCE	8,000
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	680
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	340
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	5,400
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	7,300
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	3,900
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	6,400
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	5,800
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	4,899
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	450
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	5,395
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	4,100
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	4,100
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	4,500
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	150
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	200
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	200
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	300
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	300
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	400
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	4,900
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	1,349
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	1,777
103 / 220110	53401	OTHER CONTRACTUAL SERVICE	600
108 / 220805	56401	MACHINERY & EQUIPMENT	29,792
111 / 290406	53101	PROFESSIONAL SERVICES	73,940
111 / 290406	53101	PROFESSIONAL SERVICES	2,104
111 / 290406	55201	OPERATING SUPPLIES	24,541
111 / 290406	56401	MACHINERY & EQUIPMENT	21,840
111 / 290406	56401	MACHINERY & EQUIPMENT	201,975
111 / 290406	55201	OPERATING SUPPLIES	31,979
113 / 110501	54601	REPAIR & MAINTENANCE	4,726
113 / 110501	54601	REPAIR & MAINTENANCE	55,695
113 / 110501	54601	REPAIR & MAINTENANCE	6,908
118 / 222001	54301	UTILITY SERVICES	618
118 / 222001	54301	UTILITY SERVICES	1,964

Encumbered Carryforwards - FY2020 Purchases Orders rolled to FY2021 that need budget added

FUND / COST CENTER	ACCOUNT	ACCOUNT TITLE	AMOUNT
118 / 222008	53401	OTHER CONTRACTUAL SERVICE	11,500
118 / 222008	53401	OTHER CONTRACTUAL SERVICE	49,726
118 / 222020	53101	PROFESSIONAL SERVICES	15299
118 / 222021	53101	PROFESSIONAL SERVICES	1,348,095
118 / 222041	53101	PROFESSIONAL SERVICES	6964
118 / 222042	53101	PROFESSIONAL SERVICES	24420
167 / 140302	54601	REPAIR & MAINTENANCE	18,040
167 / 140302	56301	IMPROV OTHER THAN BUILDGS	17,817
167 / 140302	56301	IMPROV OTHER THAN BUILDGS	1,189,895
175 / 211201	53101	PROFESSIONAL SERVICES	9,563
175 / 211201	55201	OPERATING SUPPLIES	1,118
175 / 211201	55201	OPERATING SUPPLIES	1,222
175 / 211201	55201	OPERATING SUPPLIES	363
175 / 211201	55201	OPERATING SUPPLIES	178
175 / 211201	55201	OPERATING SUPPLIES	400
175 / 211201	55201	OPERATING SUPPLIES	191
175 / 211201	55201	OPERATING SUPPLIES	3,383
175 / 211201	55201	OPERATING SUPPLIES	5,214
175 / 211201	55201	OPERATING SUPPLIES	1,229
175 / 211201	55201	OPERATING SUPPLIES	1,022
175 / 211201	55201	OPERATING SUPPLIES	4,824
175 / 211201	55201	OPERATING SUPPLIES	4,250
175 / 211201	55201	OPERATING SUPPLIES	1,078
175 / 211201	55201	OPERATING SUPPLIES	2,125
175 / 211201	56301	IMPROV OTHER THAN BUILDGS	96,000
175 / 211201	56301	IMPROV OTHER THAN BUILDGS	112,100
175 / 211201	56301	IMPROV OTHER THAN BUILDGS	11,210
175 / 211201	56301	IMPROV OTHER THAN BUILDGS	13,625
175 / 211201	56301	IMPROV OTHER THAN BUILDGS	44,570
175 / 211201	56301	IMPROV OTHER THAN BUILDGS	44,570
175 / 211201	56401	MACHINERY & EQUIPMENT	14,580
175 / 211201	56401	MACHINERY & EQUIPMENT	1,530
175 / 211201	56401	MACHINERY & EQUIPMENT	8,340
175 / 211201	56401	MACHINERY & EQUIPMENT	287
175 / 211602	53401	OTHER CONTRACTUAL SERVICE	11,536
175 / 211602	56301	IMPROV OTHER THAN BUILDGS	420
175 / 260102	56401	MACHINERY & EQUIPMENT	234,600
175 / 260102	56401	MACHINERY & EQUIPMENT	47,952
175 / 260102	56401	MACHINERY & EQUIPMENT	61,698
175 / 260102	56401	MACHINERY & EQUIPMENT	23,231
177 / 142019	56301	IMPROV OTHER THAN BUILDGS	3,466,674
181 / 210724	56301	IMPROV OTHER THAN BUILDGS	7,480
181 / 210731	56301	IMPROV OTHER THAN BUILDGS	1,225
181 / 210731	56301	IMPROV OTHER THAN BUILDGS	45,965
353 / 110102	53101	PROFESSIONAL SERVICES	85,770
353 / 110102	56301	IMPROV OTHER THAN BUILDGS	7,823
353 / 110102	56301	IMPROV OTHER THAN BUILDGS	133,858
353 / 110102	56301	IMPROV OTHER THAN BUILDGS	200,000
353 / 110102	56301	IMPROV OTHER THAN BUILDGS	47,314

Encumbered Carryforwards - FY2020 Purchases Orders rolled to FY2021 that need budget added

FUND / COST CENTER	ACCOUNT	ACCOUNT TITLE	AMOUNT
353 / 110102	56301	IMPROV OTHER THAN BUILDGS	25,658
353 / 110102	56301	IMPROV OTHER THAN BUILDGS	146,837
353 / 110277	58201	AIDS TO PRIVATE ORGANIZ.	9,290
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	2,229
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	98,083
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	356,424
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	55,690
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	100,501
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	8,670
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	1,333
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	38,344
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	38,699
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	234,152
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	39,054
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	3,258
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	201,795
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	169,742
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	23,237
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	1,582,974
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	575,443
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	4,488
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	550,222
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	266,495
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	18,908
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	1,021,343
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	181,134
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	18,104
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	20,388
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	31,286
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	11,788
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	7,550
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	74,552
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	24,935
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	199,974
353 / 210106	56301	IMPROV OTHER THAN BUILDGS	188,081
353 / 220104	56301	IMPROV OTHER THAN BUILDGS	24,795
353 / 220106	53101	PROFESSIONAL SERVICES	302,850
353 / 330434	56401	MACHINERY & EQUIPMENT	14,416
353 / 330434	56401	MACHINERY & EQUIPMENT	22,300
353 / 330434	56401	MACHINERY & EQUIPMENT	600
353 / 330434	56401	MACHINERY & EQUIPMENT	555
353 / 330434	56401	MACHINERY & EQUIPMENT	923,688
353 / 350221	53401	OTHER CONTRACTUAL SERVICE	8,613
353 / 350221	53401	OTHER CONTRACTUAL SERVICE	8,370
353 / 350221	53401	OTHER CONTRACTUAL SERVICE	14,575
353 / 350221	53401	OTHER CONTRACTUAL SERVICE	2,900
353 / 350221	53401	OTHER CONTRACTUAL SERVICE	7,900
353 / 350221	53401	OTHER CONTRACTUAL SERVICE	8,040
353 / 350221	53401	OTHER CONTRACTUAL SERVICE	14,400

Encumbered Carryforwards - FY2020 Purchases Orders rolled to FY2021 that need budget added

FUND / COST CENTER	ACCOUNT	ACCOUNT TITLE	AMOUNT
353 / 350221	53401	OTHER CONTRACTUAL SERVICE	11,745
353 / 350221	53401	OTHER CONTRACTUAL SERVICE	12,150
353 / 350221	56301	IMPROV OTHER THAN BUILDGS	22,980
353 / 350221	56301	IMPROV OTHER THAN BUILDGS	34,178
353 / 350229	56301	IMPROV OTHER THAN BUILDGS	19,018
353 / 410147	56201	BUILDINGS	17,912
353 / 410147	56201	BUILDINGS	127,221
353 / 540113	56201	BUILDINGS	6,767
353 / 540113	56301	IMPROV OTHER THAN BUILDGS	43,724
401 / 230314	56401	MACHINERY & EQUIPMENT	286,018
401 / 230304	53101	PROFESSIONAL SERVICES	9,728
401 / 230304	53101	PROFESSIONAL SERVICES	89,584
401 / 230304	53101	PROFESSIONAL SERVICES	79,592
401 / 230304	53101	PROFESSIONAL SERVICES	28,970
401 / 230309	53101	PROFESSIONAL SERVICES	33,240
401 / 230316	53101	PROFESSIONAL SERVICES	4,600
401 / 230304	53101	PROFESSIONAL SERVICES	26,565
401 / 230307	56401	MACHINERY & EQUIPMENT	141,309
401 / 230304	53101	PROFESSIONAL SERVICES	256,428
401 / 230315	56301	IMPROV OTHER THAN BUILDGS	972,222
401 / 230304	53401	OTHER CONTRACTUAL SERVICE	18,400
401 / 230309	53401	OTHER CONTRACTUAL SERVICE	21,500
401 / 230316	53401	OTHER CONTRACTUAL SERVICE	1,100
401 / 230314	54601	REPAIR & MAINTENANCE	70,402
401 / 230314	54601	REPAIR & MAINTENANCE	5,265
401 / 230304	54601	REPAIR & MAINTENANCE	5,110
401 / 230314	54601	REPAIR & MAINTENANCE	76,929
406 / 250111	56401	MACHINERY & EQUIPMENT	78,948
501 / 210407	55201	OPERATING SUPPLIES	33,332
501 / 150108	53101	PROFESSIONAL SERVICES	31,250
501 / 140836	53401	OTHER CONTRACTUAL SERVICE	88,866
501 / 150111	56401	MACHINERY & EQUIPMENT	18,843
501 / 150112	53101	PROFESSIONAL SERVICES	69,737
			$18,854,336

FY 20/21 Unencumbered Carryforwards

Department-Division	Fund/CostCenter	Revenue Code	Account Code	Title	Revenue	Expense	Explanation
BCC Admin		389901		Fund Balance	805,983		Discretionary and intern carryforwards
BCC Admin	001/110101		58201	Aids to Private Organizations		559,217	Discretionary funds carryforward
BCC Admin	001/110101		53401	Other Contractual Servicess		246,766	Intern carryforward
Corrections		331297		COVID-BJA FY20 CESF	63,750.00		COVID-BJA FY20 CESF Grant
Corrections	001/290411		56201	Buildings		63,750.00	COVID-BJA FY20 CESF Grant
Corrections		331202		DOJ PREA Grant	168,516.00		DOJ PREA Grant
Corrections		389901		Fund Balance	52,500.00		
Corrections	001/290412		51201	Regular Salaries		146,423.00	DOJ PREA Grant
Corrections	001/290412		52101	FICA Taxes		11,200.00	DOJ PREA Grant
Corrections	001/290412		52201	Retirement Contributions		34,800.00	DOJ PREA Grant
Corrections	001/290412		52301	Life & Health		20,000.00	DOJ PREA Grant
Corrections	001/290412		52401	Workers Compensation		19,609.00	DOJ PREA Grant
Corrections	001/290412		56401	Machinery & Equipment		100,000.00	DOJ PREA Grant
Corrections	001/290412		54701	Printing & Binding		5,000.00	DOJ PREA Grant
Corrections	001/290401		51201	Salaries		(73,212.00)	DOJ PREA Grant
Corrections	001/290401		52101	FICA Taxes		(5,600.00)	DOJ PREA Grant
Corrections	001/290401		52201	Retirement Contributions		(17,400.00)	DOJ PREA Grant
Corrections	001/290401		52301	Life & Health		(10,000.00)	DOJ PREA Grant
Corrections	001/290401		52401	Workers Compensation		(9,804.00)	DOJ PREA Grant
Nat Res Mgmt/WQLM		389901		Fund Balance	4,500.00		Implement Surface/Groundwater Monitoring; PAR Meter
Nat Res Mgmt/WQLM	001/221001		55201	Operating Supplies		4,500.00	Implement Surface/Groundwater Monitoring; PAR Meter
Nat Res Mgmt/RESTORE DC		389901		Fund Balance	25,000.00		Restore Direct Component
Nat Res Mgmt/RESTORE DC	001/220105		53101	Professional Services		25,000.00	Planning/Application Assistance RESTORE
Public Works - Road Host Ordinance		389901		Fund Balance	7,921.00		Leftover morale funds
Public Works - Road Host Ordina	101/260108		54931	Host Ordinance Items		7,921.00	Leftover morale funds
Nat Res Mgmt/Admin		366701		Perdido Key Public Imp Fund	19,897.00		Perdido Key Public Impact
Nat Res Mgmt/Admin	101/110265		56301	Improvements Other than Buildings		19,897.00	Perdido Key Public Impact
Nat Res Mgmt/NRCS		343701		Tree Fund Ordinance	30,000.00		Tree Fund Ordinance Fees
Nat Res Mgmt/NRCS	101/220310		53401	Other Contractual Servicess		20,000.00	Planting/Watering of Trees for Fall
Nat Res Mgmt/NRCS	101/220310		55201	Operating Supplies		10,000.00	Purcahse of Trees for planting in Fall/Winter
Nat Res Mgmt/NRCS		349010		Wetland Mitigation	10,775.00		Wetland Mitigation
Nat Res Mgmt/NRCS	101/220336		53401	Other Contractual Servicess		8,775.00	Controlled Burn-Jones Swamp - Winter
Nat Res Mgmt/NRCS	101/220336		54601	Repair & Maintenance		2,000.00	Fence/Drainage Repairs - Jones Swamp
NRM/Marine Resources		366004		Memorial Reef	9,937.00		Memorial Reefs
NRM/Marine Resources	101/220809		56301	Improvements Other than Buildings		9,937.00	Memorial Reefs
Nat Res Mgmt/NRCS		365002		Jones Swamp Wetland Preserve	15,946.00		Jones Swamp Wetland Preserve
Nat Res Mgmt/NRCS	101/221016		54601	Repair & Maintenance		15,946.00	Maintenance Fire Lines-Jones Swap
Nat Res Mgmt/NPDES		334332		National Pollutant Discharge System	13,709.00		National Pollutant Discharge System
Nat Res Mgmt/NPDES	101/221018		53401	Other Contractual Servicess		3,000.00	Supplement Temp Labor for Division
Nat Res Mgmt/NPDES	101/221018		56401	Machinery & Equipment		10,709.00	Replace Existing Water Purifier/Lab Equipment
NRM/Water Quality Lab		343903		Water Quality Lab	8,976.00		Water Quality Lab
NRM/Water Quality Lab	101/221027		55201	Operating Supplies		8,976.00	Laboratory Supplies/Equipment
Parks/Special Events		347401		Parks Special Events	5,000.00		Parks Special Events
Parks/Special Events	101/350224		55201	Operating Supplies		5,000.00	Rentals/Supplies for Special Events
NRM/Code Enforcement		389901		Fund Balance	180,000.00		Environmental Code Enforcement
NRM/Code Enforcement	103/220110		53401	Other Contractual Servicess		180,000.00	Hotel Demolition-PD 19-20.088 in progress

FY 20/21 Unencumbered Carryforwards

Department-Division	Fund/CostCenter	Revenue Code	Account Code	Title	Revenue	Expense	Explanation
Mass Transit		331487		FTA-104-CARES Act Grant	8,687,509.00		FTA-104-CARES Act Grant
Mass Transit	104/320409		51201	Regular Salaries		6,710,744.00	FTA-104-CARES Act Grant
Mass Transit	104/320409		53405	ADA Paratransit Costs		1,181,873.00	FTA-104-CARES Act Grant
Mass Transit	104/320409		54601	Repair & Maintenance		9,588.00	FTA-104-CARES Act Grant
Mass Transit	104/320409		54606	Preventative Maintenance		307,239.00	FTA-104-CARES Act Grant
Mass Transit	104/320409		55201	Operating Supplies		18,395.00	FTA-104-CARES Act Grant
Mass Transit	104/320409		55204	Fuel		459,670.00	FTA-104-CARES Act Grant
Engineering		312101		Tourist Development Tax	279,271.00		Bob Sikes Bride Rehab Project (Budget Approved 11/7/19
Engineering	108/360101		56301	Improvements Other than Buildings		279,271.00	Bob Sikes Bride Rehab Project (Budget Approved 11/7/19
Engineering		312101		Tourist Development Tax	221,176.00		Perdido Key Beach Access #4 BCC Approval 02/20/2020
Engineering	108/360105		56301	Improvements Other than Buildings		221,176.00	Perdido Key Beach Access #4 BCC Approval 02/20/2020
Nat Res Mgmt/Admin		389901		Fund Balance	30,000.00		UWF Aquatic Bacteria Survey-2nd Event
Nat Res Mgmt/Admin	108/360105		54901	Other Current Charges & Obligations		30,000.00	UWF Aquatic Bacteria Survey-2nd Event
Public Safety		334244		Hazardous Materials Plan grant	40,973.00		Hazardous Materials Plan grant, unspent from prior years
Public Safety	110/330323		56401	Machinery & Equipment		40,973.00	Hazardous Materials Plan grant, unspent from prior years
NHS/Neighborhood Enterprise		331626		CARES-CRF-FHFC Housing	859,952.00		CARES-CRF-FHFC Housing Grant
NHS/Neighborhood Enterprise	110/370239		51201	Regular Salaries		18,184.00	CARES-CRF-FHFC Housing Grant
NHS/Neighborhood Enterprise	110/370239		52101	FICA Taxes		1,391.00	CARES-CRF-FHFC Housing Grant
NHS/Neighborhood Enterprise	110/370239		52201	Retirement Contributions		1,819.00	CARES-CRF-FHFC Housing Grant
NHS/Neighborhood Enterprise	110/370239		52301	Life & Health		3,750.00	CARES-CRF-FHFC Housing Grant
NHS/Neighborhood Enterprise	110/370239		52401	Workers Compensation		157.00	CARES-CRF-FHFC Housing Grant
NHS/Neighborhood Enterprise	110/370239		53401	Other Contractual Servicess		39,136.00	CARES-CRF-FHFC Housing Grant
NHS/Neighborhood Enterprise	110/370239		54201	Postage & Freight		99.00	CARES-CRF-FHFC Housing Grant
NHS/Neighborhood Enterprise	110/370239		54801	Promotional Activities		936.00	CARES-CRF-FHFC Housing Grant
NHS/Neighborhood Enterprise	110/370239		54901	Other Current Charges & Obligations		2,660.00	CARES-CRF-FHFC Housing Grant
NHS/Neighborhood Enterprise	110/370239		55101	Office Supplies		407.00	CARES-CRF-FHFC Housing Grant
NHS/Neighborhood Enterprise	110/370239		55201	Operating Supplies		6,750.00	CARES-CRF-FHFC Housing Grant
NHS/Neighborhood Enterprise	110/370239		58301	Other Grants & Aids		784,663.00	CARES-CRF-FHFC Housing Grant
Public Safety		334211		EMS County Award grant	16,456.00		Unspent Grant Funds - EMS County Award grant
Public Safety	110/330318		55201	Operating Supplies		12,767.00	Unspent Grant Funds - EMS County Award grant
Public Safety	110/330318		56401	Machinery & Equipment		3,689.00	Unspent Grant Funds - EMS County Award grant
Public Safety		331298		EMPS-S grant	10,138.00		Unspent Grant Funds - EMPG-S grant
Public Safety	110/330485		55201	Operating Supplies		10,138.00	Unspent Grant Funds - EMPG-S grant
Public Safety		331272		Hazmat Technical Rescue grant	136,513.00		Unspent Grant Funds - Hazmat Technical Rescue grant
Public Safety	110/330232		54601	Repair & Maintenance		39,250.00	Unspent Grant Funds - Hazmat Technical Rescue grant
Public Safety	110/330232		55201	Operating Supplies		1,300.00	Unspent Grant Funds - Hazmat Technical Rescue grant
Public Safety	110/330232		56401	Machinery & Equipment		95,963.00	Unspent Grant Funds - Hazmat Technical Rescue grant
Public Safety		331290		Hazardous Materials Team grant	28,871.00		Unspent Grant Funds - Hazardous Materials Team grant
Public Safety	110/330324		54601	Repair & Maintenance		12,104.00	Unspent Grant Funds - Hazardous Materials Team grant
Public Safety	110/330324		55201	Operating Supplies		2,093.00	Unspent Grant Funds - Hazardous Materials Team grant
Public Safety	110/330324		56401	Machinery & Equipment		14,674.00	Unspent Grant Funds - Hazardous Materials Team grant
NRM/Marine Resources		334326		Oriskany PCB Monitoring	1,692.00		Oriskany PCB Monitoring
NRM/Marine Resources	110/220338		53101	Professional Services		1,692.00	Fish Tissue Analysis
NRM/Marine Resources		334704		Vessel Registration Fees	321,621.00		FL Boating Improvement Fund
NRM/Marine Resources	110/220807		56301	Improvements Other than Buildings		321,621.00	Design/Construction of Perdido Bay Boat Ramp
NRM/WQLM		331305		Glynn Key Stormwater	2,139.00		Glenn Key Stormwater
NRM/WQLM	110/221002		54601	Repair & Maintenance		2,139.00	Repairs to Boardwater-Jones Creek
NRM/WQLM		331412		Recreation Trail SW Greenway	175,000.00		Recreation Trail SW Greenway
NRM/WQLM	110/221017		56301	Improvements Other than Buildings		175,000.00	Construction of Boardwalk/Trail 5th Extension

FY 20/21 Unencumbered Carryforwards

Department-Division	Fund/CostCenter	Revenue Code	Account Code	Title	Revenue	Expense	Explanation
NRM/WQLM		331901		EPA Jackson Lake 43616	24,120.00		EPA Jackson Lake 43616
NRM/WQLM	110/221026		51201	Regular Salaries		24,080.00	Water Quality Monitoring Costs
NRM/WQLM	110/221026		55201	Operating Supplies		40.00	Monitoring Supplies
NRM/WQLM		337386		NFWF Living Shoreline	51,650.00		NFWF Living Shoreline
NRM/WQLM	110/221028		55201	Operating Supplies		51,650.00	Monitoring Supplies
NRM/WQLM		364004		Other Land Sales	302,365.00		DIG Navy Match
NRM/WQLM	110/221030		56101	Land		302,365.00	Purchase Land for Defense Infrastructure
Supervisor of Elections		331105		Federal Elections Activity Grant	30,925.00		Federal Elections Activity Grant
Supervisor of Elections	110/550125		54701	Printing & Binding		20,000.00	Federal Elections Activity Grant
Supervisor of Elections	110/550125		54801	Promotional Activities		10,925.00	Federal Elections Activity Grant
Supervisor of Elections		331108		SOE Security Grant	8,305.00		SOE Security Grant
Supervisor of Elections	110/550120		55201	Operating Supplies		8,305.00	SOE Security Grant
Nat Res Mgmt		331296		NAS Land Use Grant	225,000.00		NAS Land Use Grant
Nat Res Mgmt	110/240211		53101	Professional Services		225,000.00	NAS Land Use Grant
Sheriff		331299		JAG#2018-DJBX-0746	81,843.00		JAG#2018-DJBX-0746
Sheriff	110/540202		58101	Aids to Governmental Agencies		81,843.00	JAG#2018-DJBX-0746
Sheriff		NEW		JAG#2019-DJBX-0672	115,412.00		JAG#2019-DJBX-0672
Sheriff	110/540208		58101	Aids to Governmental Agencies		115,412.00	JAG#2019-DJBX-0672
Public Safety/Citizen Corps Grant		334251			5,000.00		Citizen Corps Grant budget setup -contract approved by BCC 11/5/20
Public Safety/Citizen Corps Grant	110/330458		58201	Aids to Private Organizations		5,000.00	Citizen Corps Grant budget setup -contract approved by BCC 11/5/21
Library Services		366218		Friends-Library Donations	58,164.00		Friends-Library Donations
Library Services	113/110509		55201	Operating Supplies		30,000.00	Laser cutter and other STEAM equipment
Library Services	113/110509		56401	Machinery & Equipment		28,164.00	STEAM supplies and children's materials
Library Services		389901			68,500.00		Fund balance
Library Services	113/110503		55201	Operating Supplies		68,500.00	Dell computer purchases approved by BCC 8/20/2020
Library Services		366219		Donations-Library	202.00		Donations-Library
Library Services	113/110504		55201	Operating Supplies		202.00	Library Materials
Nat Res Mgmt/RESTORE		334735		NRDA Boat Ramps	380,638		NRDA Boat Ramps
Nat Res Mgmt/RESTORE	118/222001		53401	Other Contractual Servicess		211,177	Mowing/Landscaping at Boat Ramps
Nat Res Mgmt/RESTORE	118/222001		54301	Utility Services		32,084	Electric/Water Bills and Trash pickups for Boat Ramps
Nat Res Mgmt/RESTORE	118/222001		54601	Repair & Maintenance		115,611	Repair/Maintenance Items for Boat Ramps
Nat Res Mgmt/RESTORE	118/222001		55201	Operating Supplies		21,766	Signage/Portale Toilets for Boat Ramps
Nat Res Mgmt/RESTORE		337385		NFWF# 45910 Bayou Chico	3,414,203		NFWF# 45910 Bayou Chico
Nat Res Mgmt/RESTORE	118/222002		51201	Regular Salaries		1,289	Balance of Salaries not in current budget
Nat Res Mgmt/RESTORE	118/222002		53401	Other Contractual Servicess		38,882	Lab analysis, Services for monitoring
Nat Res Mgmt/RESTORE	118/222002		55201	Operating Supplies		14,693	Supplies for monitoring activities
Nat Res Mgmt/RESTORE	118/222002		56301	Improvements Other than Buildings		3,359,339	Stormwater improvements/restoration
Nat Res Mgmt/RESTORE		334737		FWC 15153 Artificial Reefs	64,781		FWC 15153 Artificial Reefs
Nat Res Mgmt/RESTORE	118/222004		53401	Other Contractual Servicess		56,563	Labor/Services for Monitoring
Nat Res Mgmt/RESTORE	118/222004		54601	Repair & Maintenance		4,090	Repair/Maintain boat and dive equipment
Nat Res Mgmt/RESTORE	118/222004		55201	Operating Supplies		2,722	Supplies for monitoring activities
Nat Res Mgmt/RESTORE	118/222004		55204	Fuel		1,406	Boat fuel for monitoring activities
Nat Res Mgmt/RESTORE		334728		NRDA Bob Sikes Fishing Project	963,090		NRDA Bob Sikes Bridge Fishing Pier
Nat Res Mgmt/RESTORE	118/222005		56301	Improvements Other than Buildings		963,090	Design for Construction of Fishing Pier
Nat Res Mgmt/RESTORE		331350		FDEP#RES04 Beach Haven PH II	5,581,400		FDEP#RES04 Beach Haven PH II
Nat Res Mgmt/RESTORE	118/222007		51201	Regular Salaries		22,072	Balance of Salaries not in current budget
Nat Res Mgmt/RESTORE	118/222007		53401	Other Contractual Servicess		18,000	Lab analysis, Services for monitoring
Nat Res Mgmt/RESTORE	118/222007		55201	Operating Supplies		12,000	Supplies for monitoring activities
Nat Res Mgmt/RESTORE	118/222007		56301	Improvements Other than Buildings		5,529,328	Construction Beach Haven PH II

FY 20/21 Unencumbered Carryforwards

Department-Division	Fund/CostCenter	Revenue Code	Account Code	Title	Revenue	Expense	Explanation
Nat Res Mgmt/RESTORE		331391		EPA Bays Esturary Program	1,546,121		EPA Bays Esturary Program
Nat Res Mgmt/RESTORE	118/222008		53101	Professional Services		84,000	Balance of Audit/Other Prof Services
Nat Res Mgmt/RESTORE	118/222008		53401	Other Contractual Servicess		148,500	Balance of Website Design/Lab Analysis
Nat Res Mgmt/RESTORE	118/222008		54001	Travel & Per Diem		40,000	Balance of Program related Travel
Nat Res Mgmt/RESTORE	118/222008		54401	Rentals & Leases		144,000	Balance of Office Space Rentals
Nat Res Mgmt/RESTORE	118/222008		54701	Printing & Binding		8,021	Informational brochures and meeting literature
Nat Res Mgmt/RESTORE	118/222008		54901	Other Current Charges & Obligations		128,535	10% Indirect charges per Grant
Nat Res Mgmt/RESTORE	118/222008		55201	Operating Supplies		44,634	Balance of Supplies/Materials
Nat Res Mgmt/RESTORE	118/222008		56401	Machinery & Equipment		23,907	Water Quality Monitoring Equipment
Nat Res Mgmt/RESTORE	118/222008		59801	Reserves		924,524	Salaries for future years
Nat Res Mgmt/RESTORE		337308		Program	30,000		Pensacola & Perdido Bays Estuary Program
Nat Res Mgmt/RESTORE	118/222009		53401	Other Contractual Servicess		30,000	Pensacola & Perdido Bays Estuary Program
Nat Res Mgmt/RESTORE		331706		RDC Infrastructure	15,299		RESTORE Universal Access
Nat Res Mgmt/RESTORE	118/222020		53101	Professional Services		15,299	Adjust overstated budget
Nat Res Mgmt/RESTORE		331706		RDC Infrastructure	1,348,338		RESTORE HT Williams Park
Nat Res Mgmt/RESTORE	118/222021		53101	Professional Services		1,348,338	Balance of Improvements
Nat Res Mgmt/RESTORE		334736		RESTORE Planning Assistance	293,398		RESTORE Planning Assistance
Nat Res Mgmt/RESTORE	118/222030		53401	Other Contractual Servicess		20,000	Contract labor for MYIP amendment
Nat Res Mgmt/RESTORE	118/222030		54901	Other Current Charges & Obligations		38,315	Indirect costs per Grant
Nat Res Mgmt/RESTORE	118/222030		55201	Operating Supplies		1,025	Supplies for Grant activities
Nat Res Mgmt/RESTORE	118/222030		59801	Reserves		234,058	Reserves for salaries in later years
Nat Res Mgmt/RESTORE		389901		Fund Balance	354,072		RESTORE Direct Component
Nat Res Mgmt/RESTORE	118/222031		54901	Other Current Charges & Obligations		323,732	Indirect costs per Grant
Nat Res Mgmt/RESTORE	118/222031		59801	Reserves		30,340	Reserves for salaries in later years
Nat Res Mgmt/RESTORE		331393		RDC Economic Development	300,000		RES Beulah Master Plan
Nat Res Mgmt/RESTORE	118/222032		53101	Professional Services		250,000	Beulah Master Plan Project
Nat Res Mgmt/RESTORE	118/222032		59801	Reserves		50,000	Balance of Grant-Indirects/Salaries TBD
Nat Res Mgmt/RESTORE		331705		FDEP Living Shoreline	6,983		FDEP Living Shoreline
Nat Res Mgmt/RESTORE	118/222041		53101	Professional Services		6,983	Balance of FDEP Living Shoreline Design
Nat Res Mgmt/RESTORE		331301		RDC Natural Resources	134,420		RES Carpenter Crk/Texar
Nat Res Mgmt/RESTORE	118/222042		53101	Professional Services		84,420	Revitalization Plan/Design
Nat Res Mgmt/RESTORE	118/222042		55201	Operating Supplies		30,500	Supplies for Water Quality Monitoring
Nat Res Mgmt/RESTORE	118/222042		56401	Machinery & Equipment		19,500	Equipment for Water Quality Monitoring
Nat Res Mgmt/RESTORE		331301		RDC Natural Resources	18,823		Plan/Design/Permitting SW Ponds
Nat Res Mgmt/RESTORE	118/222043		53101	Professional Services		18,823	Plan/Design/Permitting SW Ponds
Nat Res Mgmt/RESTORE		334394		NRDA Carp Creek HW DH006	1,596,650		NRDA Carp Creek HW DH006
Nat Res Mgmt/RESTORE	118/222044		53401	Other Contractual Servicess		15,616	Temp Labor/Services for Monitoring
Nat Res Mgmt/RESTORE	118/222044		54901	Other Current Charges & Obligations		63,984	Indirect Costs per Grant
Nat Res Mgmt/RESTORE	118/222044		56101	Land		247,050	Purcahse of Land per Grant Agreement
Nat Res Mgmt/RESTORE	118/222044		56301	Improvements Other than Buildings		1,270,000	Construction-Carpenter Creek Headwater Imp
Nat Res Mgmt/RESTORE		334393		NRDA Carp Creek Park DH012	423,120		NRDA Carp Creek Park DH012
Nat Res Mgmt/RESTORE	118/222045		54901	Other Current Charges & Obligations		13,120	Indirect Costs per Grant
Nat Res Mgmt/RESTORE	118/222045		56301	Improvements Other than Buildings		410,000	Park Construction
Nat Res Mgmt/RESTORE		337712		NRDA Innerarity Park OGC114	593,901		NRDA Innerarity Park OGC114
Nat Res Mgmt/RESTORE	118/350239		53401	Other Contractual Servicess		270,975	Mowing/Landscaping/Custodial bathrooms
Nat Res Mgmt/RESTORE	118/350239		54301	Utility Services		283,042	Water and trash pickups for Park
Nat Res Mgmt/RESTORE	118/350239		54601	Repair & Maintenance		28,000	Repairs for Innerarity Park
Nat Res Mgmt/RESTORE	118/350239		55201	Operating Supplies		11,884	Signage/Supplies for Park

FY 20/21 Unencumbered Carryforwards

Department-Division	Fund/CostCenter	Revenue Code	Account Code	Title	Revenue	Expense	Explanation
Nat Res Mgmt		331392		EPA MX Trash Reduction Grant	297,220		EPA MX Trash Reduction Grant
Nat Res Mgmt	118/222010		51201	Regular Salaries		26,000	3rd Year Salaries Outreach Coordinator
Nat Res Mgmt	118/222010		52101	FICA Taxes		9,100	3rd Year Benefits Outreach Coordinator
Nat Res Mgmt	118/222010		53401	Other Contractual Servicess		95,700	Blue Arbor, Data Tool
Nat Res Mgmt	118/222010		54301	Utility Services		18,000	Trash Handling/Disposal
Nat Res Mgmt	118/222010		54901	Other Current Charges & Obligations		27,020	Indirect Costs
Nat Res Mgmt	118/222010		55201	Operating Supplies		31,400	Supplies, Signage
Nat Res Mgmt	118/222010		58201	Aids to Private Organizations		90,000	Mini-grant trash reduction programs
Nat Res Mgmt/RESTORE		NEW		NRDA Nutrient Reduction Grant	242,415		NRDA Nutrient Reduction Grant
Nat Res Mgmt/RESTORE	118/222011		51201	Regular Salaries		118,533	NRDA Nutrient Reduction Grant
Nat Res Mgmt/RESTORE	118/222011		52101	FICA Taxes		52,497	NRDA Nutrient Reduction Grant
Nat Res Mgmt/RESTORE	118/222011		53101	Professional Services		4,500	NRDA Nutrient Reduction Grant
Nat Res Mgmt/RESTORE	118/222011		53401	Other Contractual Servicess		33,720	NRDA Nutrient Reduction Grant
Nat Res Mgmt/RESTORE	118/222011		54001	Travel & Per Diem		2,120	NRDA Nutrient Reduction Grant
Nat Res Mgmt/RESTORE	118/222011		54601	Repair & Maintenance		12,000	NRDA Nutrient Reduction Grant
Nat Res Mgmt/RESTORE	118/222011		55201	Operating Supplies		19,045	NRDA Nutrient Reduction Grant
Sheriff		359005		Law Enforcement Trust	30,000.00		Law Enforcement Trust
Sheriff	121/540103		58201	Aids to Private Organizations		30,000.00	Law Enforcement Trust
Engineering		344601		Bob Sikes Toll Bridge	1,000,000.00		Pensacola Beach Access Road Project
Engineering	167/140302		56301	Improvements Other than Buildings		1,000,000.00	Pensacola Beach Access Road Project
Public Works - Road Maintenance		389901		Fund Balance	713,000.00		Funds from auction of equipment, to be used to replace equipment
Public Works - Road Maintenance	175/260102		56401	Machinery & Equipment		713,000.00	Funds from auction of equipment, to be used to replace equipment
Engineering		312401		Local Option Gas Tax	36,522.00		Bayou Chico Dredging
Engineering	175/211602		53401	Other Contractual Servicess		36,522.00	Bayou Chico Dredging
Engineering		325101		Master Drainage Basin	7,132.00		Master Drainage Basin
Engineering	181/210719		56301	Improvements Other than Buildings		7,132.00	Master Drainage Basin
Engineering		325102		Master Drainage Basin	27,321.00		Master Drainage Basin
Engineering	181/210720		56301	Improvements Other than Buildings		27,321.00	Master Drainage Basin
Engineering		325103		Master Drainage Basin	22,336.00		Master Drainage Basin
Engineering	181/210721		56301	Improvements Other than Buildings		22,336.00	Master Drainage Basin
Engineering		325104		Master Drainage Basin	13,719.00		Master Drainage Basin
Engineering	181/210722		56301	Improvements Other than Buildings		13,719.00	Master Drainage Basin
Engineering		325105		Master Drainage Basin	16,461.00		Master Drainage Basin
Engineering	181/210723		56301	Improvements Other than Buildings		16,461.00	Master Drainage Basin
Engineering		325106		Master Drainage Basin	131,075.00		Master Drainage Basin
Engineering	181/210724		56301	Improvements Other than Buildings		131,075.00	Master Drainage Basin
Engineering		325107		Master Drainage Basin	72,853.00		Master Drainage Basin
Engineering	181/210725		56301	Improvements Other than Buildings		72,853.00	Master Drainage Basin
Engineering		325108		Master Drainage Basin	15,418.00		Master Drainage Basin
Engineering	181/210726		56301	Improvements Other than Buildings		15,418.00	Master Drainage Basin
Engineering		325109		Master Drainage Basin	38,899.00		Master Drainage Basin
Engineering	181/210727		56301	Improvements Other than Buildings		38,899.00	Master Drainage Basin
Engineering		325110		Master Drainage Basin	110,571.00		Master Drainage Basin
Engineering	181/210728		56301	Improvements Other than Buildings		110,571.00	Master Drainage Basin
Engineering		325111		Master Drainage Basin	15,476.00		Master Drainage Basin
Engineering	181/210729		56301	Improvements Other than Buildings		15,476.00	Master Drainage Basin
Engineering		325112		Master Drainage Basin	20,182.00		Master Drainage Basin
Engineering	181/210730		56301	Improvements Other than Buildings		20,182.00	Master Drainage Basin

FY 20/21 Unencumbered Carryforwards

Department-Division	Fund/CostCenter	Revenue Code	Account Code	Title	Revenue	Expense	Explanation
Engineering		325113		Master Drainage Basin	102,081.00		Master Drainage Basin
Engineering	181/210731		56301	Improvements Other than Buildings		102,081.00	Master Drainage Basin
Engineering		325114		Master Drainage Basin	30,670.00		Master Drainage Basin
Engineering	181/210732		56301	Improvements Other than Buildings		30,670.00	Master Drainage Basin
Engineering		325115		Master Drainage Basin	41,713.00		Master Drainage Basin
Engineering	181/210733		56301	Improvements Other than Buildings		41,713.00	Master Drainage Basin
Engineering		325116		Master Drainage Basin	63,614.00		Master Drainage Basin
Engineering	181/210734		56301	Improvements Other than Buildings		63,614.00	Master Drainage Basin
Engineering		325117		Master Drainage Basin	11,832.00		Master Drainage Basin
Engineering	181/210735		56301	Improvements Other than Buildings		11,832.00	Master Drainage Basin
Engineering		325118		Master Drainage Basin	8,044.00		Master Drainage Basin
Engineering	181/210736		56301	Improvements Other than Buildings		8,044.00	Master Drainage Basin
Corrections		389901		Fund Balance	(7,432,939.00)		Reduce Jail construction budget to actual needs and cash balance
Corrections	311/290408		56201	Buildings		(7,432,939.00)	Reduce Jail construction budget to actual needs and cash balance
Mass Transit/FTA		331459		2011 FTA Grant FL90X759	18,855.00		2011 FTA Grant FL90X759
Mass Transit/FTA	320/211223		54601	Repair & Maintenance		9,840.00	Security Camera Repairs
Mass Transit/FTA	320/211223		56401	Machinery & Equipment		9,015.00	Acquire Shop Equipment
Mass Transit/FTA		331460		2012 FTA Grant FL90-X804	341,240.00		2012 FTA Grant FL90-X804
Mass Transit/FTA	320/211224		54601	Repair & Maintenance		6,158.00	Rehab/Renovate misc bus station equip; Acquire mobile surv security equip.
Mass Transit/FTA	320/211224		54607	Support Facility Repairs		120,119.00	Rehab/Renovate admin facility - air conditioning, etc
Mass Transit/FTA	320/211224		56401	Machinery & Equipment		214,963.00	Replacement engines or transmissions
Mass Transit/FTA		331464		2013 FTA320 FL90-X825	11,397.00		2013 FTA320 FL90-X825
Mass Transit/FTA	320/211226		54601	Repair & Maintenance		11,397.00	Rehab/Renovate misc bus station equip; Bus stop maint.
Mass Transit/FTA		331472		2014 FTA320 FL90-X848	156,919.00		2014 FTA320 FL90-X848
Mass Transit/FTA	320/211231		56401	Machinery & Equipment		156,919.00	Rolling stock; Bus shelters
Mass Transit/FTA		331477		2015 FTA 320 FL90−X877−00	1,182,907.00		2015 FTA 320 FL90−X877−00
Mass Transit/FTA	320/211233		56401	Machinery & Equipment		1,182,907.00	Rolling stock; Bus shelters
Mass Transit/FTA		331478		2014 FTA 320 FL34-0030-00	312,833.00		2014 FTA 320 FL34-0030-00
Mass Transit/FTA	320/211234		56301	Improvements Other than Buildings		92,833.00	Shelter / Bus stop maint.
Mass Transit/FTA	320/211234		56401	Machinery & Equipment		220,000.00	Rolling stock
Mass Transit/FTA		331480		2016 FTA FL17-003-00	31,678.00		2016 FTA FL17-003-00
Mass Transit/FTA	320/211236		56301	Improvements Other than Buildings		31,678.00	Security Camera Repairs
Mass Transit/FTA		331482		2017 FTA FL17-005-00	500,483.00		2017 FTA FL17-005-00
Mass Transit/FTA	320/211237		56301	Improvements Other than Buildings		160,483.00	Bus stop signs; Bus stop upgrades
Mass Transit/FTA	320/211237		56401	Machinery & Equipment		340,000.00	Rolling stock
Mass Transit/FTA		331426		2017 FTA 320-FL90-X938	148,413.00		2017 FTA 320-FL90-X938
Mass Transit/FTA	320/211239		54601	Repair & Maintenance		30,702.00	Security Camera Repairs
Mass Transit/FTA	320/211239		58101	Aids to Governmental Agencies		117,711.00	Baldwin County
Mass Transit/FTA		331427		2018 FTA GRNT 1092-2018-1	99,264.00		2018 FTA GRNT 1092-2018-1
Mass Transit/FTA	320/211240		54601	Repair & Maintenance		35,310.00	Security Upgrades
Mass Transit/FTA	320/211240		58101	Aids to Governmental Agencies		63,954.00	Baldwin County
Mass Transit/FTA		331485		FTA FL 2019-059-00	100,022.00		FTA FL 2019-059-00
Mass Transit/FTA	320/211241		54601	Repair & Maintenance		36,000.00	Security Cameras
Mass Transit/FTA	320/211241		58101	Aids to Governmental Agencies		64,022.00	Baldwin County
Mass Transit/FTA		331488		FTA-320-CARES Act Grant	101,379.00		FTA-320-CARES Act Grant
Mass Transit/FTA	320/211243		56401	Machinery & Equipment		101,379.00	Security Camera - Bus

FY 20/21 Unencumbered Carryforwards

Department-Division	Fund/CostCenter	Revenue Code	Account Code	Title	Revenue	Expense	Explanation
Mass Transit/FTA		331489		FTA FL-2020-052-00	302,601.00		FTA FL-2020-052-00
Mass Transit/FTA	320/211244		53101	Professional Services		200,000.00	FTA FL-2020-052-00
Mass Transit/FTA	320/211244		56301	Improvements Other than Buildings		36,487.00	FTA FL-2020-052-00
Mass Transit/FTA	320/211244		58101	Aids to Governmental Agencies		66,114.00	FTA FL-2020-052-00
Mass Transit/FTA		NEW		2019 FTA GRNT 1001-2019-6	160,722.00		2019 FTA GRNT 1001-2019-6
Mass Transit/FTA		381104		Transfer from Fund 104	17,858.00		2019 FTA GRNT 1001-2019-6
Mass Transit/FTA	320/211245		56401	Machinery & Equipment		178,580.00	2019 FTA GRNT 1001-2019-6
Mass Transit/FTA		NEW		FTA FL 2020-109-00	1,612,050.00		FTA FL 2020-109-00
Mass Transit/FTA	320/211246		56401	Machinery & Equipment		1,612,050.00	FTA FL 2020-109-00
Waste Services		389901		Fund Balance	459,523.00		Grappler trucks approved 9/24/2020
Waste Services	401/230315		56401	Machinery & Equipment		459,523.00	Grappler trucks approved 9/24/2020
Public Safety		331295		EMS CARES Act	283,787.00		Unspent Grant Funds - EMS CARES Act grant
Public Safety	408/330305		55201	Operating Supplies		283,787.00	Unspent Grant Funds - EMS CARES Act grant
					$ 31,747,990	**$ 31,747,990**	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18803 **County Administrator's Report 10. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: SBA #007 to Increase Fund 119 to reflect CARES Grant Award
From: Amber McClure, Chief Budget Officer
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:
Recommendation Concerning SBA #007 to Increase Fund 119 to Reflect CARES Grant Award - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #007, Fund 119, in the amount of $28,521,104, to reflect the $57,285,296 CARES grant award.

BACKGROUND:
On June 10, 2020, the Escambia County Board of County Commissioners was awarded CARES funding with a potential reimbursement amount of $57,285,296. The Board previously approved appropriation of $28,764,192. This amendment will increase the budget to the full award amount.

BUDGETARY IMPACT:
This Amendment will increase Fund 119 by $28,521,104.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Increases and decreases in revenue must be approved by the Board per F.S. 129.06 - Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#007

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Numbe
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of Count Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the amount to be carried forward to the Fiscal Year 2021 Budget will be determined after the November 12, 202 Special BCC Meeting.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Fund Number / Name	Revenue Title	Account Code	Amount
119/CARES	110181/Family CARES EFA	58301/Other Grants & Aids	6,919,669
119/CARES	110182/Business CARES EFA	58201/Aids to Private Organizations	(4,500,031)
119/CARES	110184/Escambia Serves	58201/Other Grants & Aids	(1,210,094)
119/CARES	110185/Public Health & Safety	58301/Other Grants & Aids	27,674,640
119/CARES	110186/Government Response & Compliance	58101 Aids to Government Agencies	(180,000)
119/CARES	110187/FEMA Reimbursement	58301/Other Grants & Aids	591,920
	110188/COVID-19 Operations & Oversight	58301/Other Grants & Aids	75,000
119/CARES	Replenishment	58301/Other Grants & Aids	(850,000)
Total			$28,521,104

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Deputy Clerk

Adopted

AM
OMB Approved

mental Budget Amendment
 # 007

Signature: Amber McClure
Amber McClure (Oct 28, 2020 13:49 CDT)

Email: ammcclure@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18743 **County Administrator's Report 10. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: FY 2019/2020 Escambia County Expenditure Comparison Summary by Fund Report and Community Partner Reports for the 4th Qtr which ended 9/30/2020
From: Amber McClure, Chief Budget Officer
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of the Fiscal Year 2019/2020 Escambia County Expenditure Comparison Summary by Fund Report and Community Partner Reports for the 4th Quarter, which ended September 30, 2020 - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board accept for record the Fiscal Year 2019/2020, Escambia County Expenditure Comparison Summary by Fund Report and Community Partners for the fourth quarter, which ended September 30, 2020.

Previous quarterly financial packages provided the expenditures summary by fund and total by cost center. This financial packet now includes a comparison of revenue over expense as well as revenue summary by fund and total by account. Escambia County ended the year with $14.8 million more in expense than revenue. This is primarily from the construction of the new jail as planned. The County ended the year with expense exceeding revenue by a marginal 3% despite being faced by many challenges including the COVID-19 pandemic beginning in March and Hurricane Sally which made landfall September 16, 2020.

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

BACKGROUND:

On September 23, 2019, at the Board of County Commissioners 2nd Public Hearing, the Board agreed that all Community Partners receiving funding from Escambia County would be required to provide a Goals and Metrics Scorecard and an annual narrative report. The Goals and Metrics Scorecard is designed to allow the recipient to provide information stating how the funding request is being used.

The Escambia County Expenditure Comparison Summary by Fund Report is a listing of all active funds of the County. This listing includes the General Fund, which includes the Constitutional Officers, Special Revenue Funds, Debt Service Fund, Capital Projects Funds, Enterprise Funds and the Internal Service Fund.

Reports for both the Escambia County Expenditure Comparison and the Community Partners Metrics are provided.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

4th Qtr Dept Expenditure Comparison

4th Qtr Goals and Metrics

Revenue & Expense Comparison by Fund

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

		REVENUE				EXPENSE				NET	
Fund Number	County Fund Name	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget collected	FY20 Budget	FY20 Expenditures @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY20 Actual Net @ 9.30.2020	% of budget collected
001	GENERAL FUND	$ 236,679,760	$ 195,571,318	$ 41,108,441	83%	$ 236,679,760	$ 191,787,610	$ 44,892,150	81%	$ 3,783,708	2%
101	ESCAMBIA CTY RESTR	2,423,062	750,732	1,672,329	31%	2,423,062	616,545	1,806,517	25%	134,188	18%
102	ECONOMIC DEVELOPME	400,276	58,591	341,685	15%	400,276	6,962	393,315	2%	51,630	88%
103	CODE ENFORCEMENT F	3,315,738	2,533,214	782,524	76%	3,315,738	2,190,162	1,125,576	66%	343,052	14%
104	MASS TRANSIT	26,173,628	12,152,810	14,020,818	46%	26,173,628	12,088,579	14,085,049	46%	64,231	1%
106	M AND A STATE I FU	70,461	34,497	35,964	49%	70,461	29,236	41,225	41%	5,261	15%
108	TOURIST PROMOTION	15,286,218	9,861,092	5,425,126	65%	15,286,218	8,958,444	6,327,775	59%	902,648	9%
110	OTHER GRANTS & PRO	5,164,628	1,928,814	3,235,814	37%	5,164,628	1,665,791	3,498,838	32%	263,024	14%
111	DETENTION/JAIL COM	4,999,445	1,939,013	3,060,432	39%	4,999,445	1,262,356	3,737,089	25%	676,657	35%
112	DISASTER RECOVERY	1,923,642	1,598,851	324,791	83%	1,923,642	4,818,184	(2,894,542)	250%	(3,219,333)	-201%
113	LIBRARY FUND	10,178,868	6,836,449	3,342,419	67%	10,178,868	5,534,277	4,644,591	54%	1,302,172	19%
114	MISDEMEANOR PROBAT	2,091,507	1,832,835	258,672	88%	2,091,507	1,848,519	242,988	88%	(15,684)	-1%
115	ARTICLE V FUND	7,583,725	4,487,259	3,096,466	59%	7,583,725	3,949,445	3,634,280	52%	537,814	12%
116	DEVELOPMENT REVIEW	1,894,988	996,968	898,020	53%	1,894,988	985,448	909,540	52%	11,520	1%
117	PERDIDO KEY BEACH	1,010,867	135,511	875,356	13%	1,010,867	88,125	922,742	9%	47,386	35%
118	GULF COAST RESTORA	20,474,657	701,017	19,773,640	3%	20,474,657	1,154,095	19,320,562	6%	(453,078)	-65%
119	COVID ESCAMBIA FUN	28,764,192	14,342,424	14,421,768	50%	28,764,192	2,762,198	26,001,994	10%	11,580,226	81%
120	S.H.I.P	3,142,522	742,093	2,400,429	24%	3,142,522	1,517,214	1,625,308	48%	(775,121)	-104%
121	LAW ENFORCEMENT TR	379,900	525,008	(145,108)	138%	379,900	349,900	30,000	92%	175,108	33%
124	ESC AFFORDABLE HOU	1,764,430	178,258	1,586,172	10%	1,764,430	38,590	1,725,840	2%	139,668	78%
129	CDBG HUD ENTITLEME	4,815,361	939,423	3,875,938	20%	4,815,361	1,016,714	3,798,646	21%	(77,291)	-8%
130	HANDICAPPED PARKIN	285,677	15,840	269,837	6%	285,677	15,203	270,474	5%	636	4%
131	FAMILY MEDIATION F	96,608	2,205	94,403	2%	96,608	1,009	95,599	1%	1,196	54%
143	FIRE PROTECTION FU	18,642,693	18,087,905	554,787	97%	18,642,693	18,063,564	579,129	97%	24,341	0%
145	E-911 OPERATIONS F	2,051,504	1,116,486	935,018	54%	2,051,504	1,352,934	698,570	66%	(236,448)	-21%
146	HUD-CDBG HOUSING R	203,596	1,331	202,265	1%	203,596	14,787	188,809	7%	(13,456)	-1011%
147	HUD - HOME FUND	4,956,780	438,006	4,518,774	9%	4,956,780	338,665	4,618,115	7%	99,341	23%
151	COMMUNITY REDEVELO	6,799,234	3,124,176	3,675,057	46%	6,799,234	2,326,557	4,472,676	34%	797,619	26%
167	BOB SIKES TOLL FAC	13,675,426	2,428,958	11,246,468	18%	13,675,426	5,307,652	8,367,774	39%	(2,878,694)	-119%
175	TRANSPORTATION TRU	28,103,514	23,895,045	4,208,469	85%	28,103,514	24,617,196	3,486,318	88%	(722,150)	-3%
177	MSBU ASSESSMENT PR	7,848,004	1,136,885	6,711,119	14%	7,848,004	3,596,193	4,251,811	46%	(2,459,308)	-216%
181	MASTER DRAINAGE BA	844,319	277,461	566,858	33%	844,319	40,253	804,066	5%	237,208	85%
203	DEBT SERVICE	13,285,609	13,344,942	(59,333)	100%	13,285,609	13,273,685	11,924	100%	71,257	1%
311	SERIES 2017 PROJEC	69,048,606	10,592,594	58,456,012	15%	69,048,606	54,793,850	14,254,756	79%	(44,201,256)	-417%
320	FTA-CAPITAL PROJEC	3,339,517	237,666	3,101,851	7%	3,339,517	254,396	3,085,121	8%	(16,730)	-7%
352	LOST III	68,397,136	4,350,946	64,046,189	6%	68,397,136	14,324,172	54,072,964	21%	(9,973,225)	-229%
353	LOST IV	93,907,895	48,056,814	45,851,081	51%	93,907,895	34,433,023	59,474,873	37%	13,623,792	28%
401	SOLID WASTE FUND	49,945,985	17,296,115	32,649,870	35%	49,945,985	12,691,621	37,254,364	25%	4,604,495	27%
406	INSPECTION FUND	7,368,985	4,053,039	3,315,946	55%	7,368,985	2,621,012	4,747,973	36%	1,432,028	35%
408	EMERGENCY MEDICAL	29,707,229	22,681,901	7,025,328	76%	29,707,229	14,998,513	14,708,716	50%	7,683,388	34%
409	BAY CENTER FUND	9,897,021	5,853,209	4,043,812	59%	9,897,021	7,073,459	2,823,562	71%	(1,220,250)	-21%
501	INTERNAL SERVICE F	46,127,328	39,174,790	6,952,539	85%	46,127,328	36,313,569	9,813,759	79%	2,861,221	7%
		$ 853,070,541	**$ 474,312,495**	**$ 378,758,046**	**56%**	**$ 853,070,541**	**$ 489,119,705**	**$ 363,950,836**	**57%**	**$ (14,807,210)**	**-3%**

Revenue Comparison by Fund

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

		FISCAL YEAR 2020				FISCAL YEAR 2019			
Fund Number	County Fund Name	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget collected	FY19 Budget	FY19 Revenues @ 9.30.2019	FY19 Balance Remaining	% of budget collected
001	GENERAL FUND	$ 236,679,760	$ 195,571,318	$ 41,108,441	83%	$ 225,898,554	$ 185,927,206	$ 39,971,348	82%
101	ESCAMBIA CTY RESTR	2,423,062	750,732	1,672,329	31%	2,313,423	746,957	1,566,466	32%
102	ECONOMIC DEVELOPME	400,276	58,591	341,685	15%	392,036	13,240	378,795	3%
103	CODE ENFORCEMENT F	3,315,738	2,533,214	782,524	76%	3,162,184	2,569,326	592,858	81%
104	MASS TRANSIT	26,173,628	12,152,810	14,020,818	46%	15,359,957	13,596,385	1,763,572	89%
106	M AND A STATE I FU	70,461	34,497	35,964	49%	76,083	34,481	41,602	45%
108	TOURIST PROMOTION	15,286,218	9,861,092	5,425,126	65%	13,881,609	12,445,338	1,436,271	90%
110	OTHER GRANTS & PRO	5,164,628	1,928,814	3,235,814	37%	4,417,953	1,500,407	2,917,545	34%
111	DETENTION/JAIL COM	4,999,445	1,939,013	3,060,432	39%	4,388,262	1,766,539	2,621,723	40%
112	DISASTER RECOVERY	1,923,642	1,598,851	324,791	83%	1,515,646	3,487,163	(1,971,517)	230%
113	LIBRARY FUND	10,178,868	6,836,449	3,342,419	67%	9,608,765	6,431,712	3,177,053	67%
114	MISDEMEANOR PROBAT	2,091,507	1,832,835	258,672	88%	2,172,470	1,711,712	460,758	79%
115	ARTICLE V FUND	7,583,725	4,487,259	3,096,466	59%	7,873,280	4,526,063	3,347,218	57%
116	DEVELOPMENT REVIEW	1,894,988	996,968	898,020	53%	2,081,512	884,983	1,196,529	43%
117	PERDIDO KEY BEACH	1,010,867	135,511	875,356	13%	857,683	173,509	684,174	20%
118	GULF COAST RESTORA	20,474,657	701,017	19,773,640	3%	21,146,303	3,554,527	17,591,775	17%
119	COVID ESCAMBIA FUN	28,764,192	14,342,424	14,421,768	50%	-	-	-	0%
120	S.H.I.P	3,142,522	742,093	2,400,429	24%	3,323,858	865,507	2,458,351	26%
121	LAW ENFORCEMENT TR	379,900	525,008	(145,108)	138%	436,625	424,250	12,375	97%
124	ESC AFFORDABLE HOU	1,764,430	178,258	1,586,172	10%	1,663,567	113,482	1,550,085	7%
129	CDBG HUD ENTITLEME	4,815,361	939,423	3,875,938	20%	3,958,814	1,539,759	2,419,055	39%
130	HANDICAPPED PARKIN	285,677	15,840	269,837	6%	303,836	20,672	283,164	7%
131	FAMILY MEDIATION F	96,608	2,205	94,403	2%	96,517	3,199	93,318	3%
143	FIRE PROTECTION FU	18,642,693	18,087,905	554,787	97%	18,371,447	17,338,211	1,033,236	94%
145	E-911 OPERATIONS F	2,051,504	1,116,486	935,018	54%	1,997,859	1,447,619	550,240	72%
146	HUD-CDBG HOUSING R	203,596	1,331	202,265	1%	157,610	3,075	154,535	2%
147	HUD - HOME FUND	4,956,780	438,006	4,518,774	9%	4,350,774	509,937	3,840,837	12%
151	COMMUNITY REDEVELO	6,799,234	3,124,176	3,675,057	46%	5,759,769	2,624,944	3,134,825	46%
167	BOB SIKES TOLL FAC	13,675,426	2,428,958	11,246,468	18%	14,025,569	3,689,180	10,336,389	26%
175	TRANSPORTATION TRU	28,103,514	23,895,045	4,208,469	85%	26,933,139	24,004,887	2,928,252	89%
177	MSBU ASSESSMENT PR	7,848,004	1,136,885	6,711,119	14%	7,770,417	1,070,238	6,700,179	14%
181	MASTER DRAINAGE BA	844,319	277,461	566,858	33%	775,148	170,444	604,703	22%
203	DEBT SERVICE	13,285,609	13,344,942	(59,333)	100%	61,717,382	60,167,534	1,549,848	97%
311	SERIES 2017 PROJEC	69,048,606	10,592,594	58,456,012	15%	126,865,553	28,648,627	98,216,926	23%
320	FTA-CAPITAL PROJEC	3,339,517	237,666	3,101,851	7%	3,152,094	392,988	2,759,106	12%
352	LOST III	68,397,136	4,350,946	64,046,189	6%	88,625,725	4,930,718	83,695,007	6%
353	LOST IV	93,907,895	48,056,814	45,851,081	51%	66,699,547	49,634,474	17,065,073	74%
401	SOLID WASTE FUND	49,945,985	17,296,115	32,649,870	35%	44,953,037	17,373,487	27,579,550	39%
406	INSPECTION FUND	7,368,985	4,053,039	3,315,946	55%	6,174,980	3,168,619	3,006,361	51%
408	EMERGENCY MEDICAL	29,707,229	22,681,901	7,025,328	76%	29,128,394	22,356,773	6,771,621	77%
409	BAY CENTER FUND	9,897,021	5,853,209	4,043,812	59%	9,212,722	7,322,699	1,890,023	79%
501	INTERNAL SERVICE F	46,127,328	39,174,790	6,952,539	85%	42,575,821	38,171,005	4,404,816	90%
		$ 853,070,541	$ 474,312,495	$ 378,758,046	**56%**	$ 884,175,923	$ 525,361,877	$ 358,814,047	**59%**

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
001	311002	AD VALOREM TAXES	$ 122,497,391	$ 115,064,366	$ 7,433,025	94%	$ 113,483,840	$ 108,140,277	$ 5,343,563	95%
001	311005	MSTU-LAW ENFORCEME	9,003,480	8,688,963	314,517	97%	8,355,566	8,098,570	256,996	97%
001	311050	DELINQUENT AD VALO	-	(198,059)	198,059		-	182,486	(182,486)	
001	315001	TELE-COMMUNICATION	2,425,000	2,009,193	415,807	83%	2,500,000	2,225,150	274,850	89%
001	316001	OCCUPATIONAL LICEN	450,000	497,365	(47,365)	111%	420,000	510,719	(90,719)	122%
001	323101	ELECTRIC FRANSCHIS	11,400,000	10,857,860	542,140	95%	11,275,000	11,813,944	(538,944)	105%
001	323401	GAS FRANCHISE FEE	1,450,000	1,539,054	(89,054)	106%	1,405,000	1,612,434	(207,434)	115%
001	323901	CHILD SAFETY SHELT	100	180	(80)	180%	450	148	302	33%
001	325201	SRIA MSBU SPEC ASM	885,500	919,537	(34,037)	104%	893,380	885,119	8,261	99%
001	331107	SOE ALBERT NETWK M	-	-	-		-	5,640	(5,640)	
001	331201	FEDERAL GRANT-PUB	164,927	123,981	40,946	75%	164,927	129,966	34,961	79%
001	331202	DOJ PREA GRANT	168,516	-	168,516	0%	-	-	-	
001	331210	REIMB/CARE OF FED	6	-	6	0%	-	-	-	
001	331297	COVID-BJA FY20 CES	370,107	306,357	63,750	83%	-	-	-	
001	333101	PYMNT IN LIEU OF T	5,006	5,776	(770)	115%	6,000	5,508	492	92%
001	333105	HOUSING AUTHORITY/	35,000	-	35,000	0%	35,000	64,558	(29,558)	184%
001	334253	STATE DCA/FEMA	-	35,025	(35,025)		-	-	-	
001	334490	OTHER TRANSPORTATI	6	-	6	0%	-	-	-	
001	334630	HRS-CSE SERV OF PR	53,000	35,360	17,640	67%	53,000	48,503	4,497	92%
001	335120	STATE REVENUE SHAR	9,050,313	8,785,697	264,616	97%	8,720,032	9,343,600	(623,568)	107%
001	335130	INSUR AGENTS CTY L	50,000	74,710	(24,710)	149%	50,000	74,470	(24,470)	149%
001	335140	MOBILE HOME LICENS	43,000	45,390	(2,390)	106%	43,000	42,804	196	100%
001	335150	ALCOHOL BEVERAGE L	125,000	129,373	(4,373)	103%	120,000	150,771	(30,771)	126%
001	335170	CARDROOM TAX (PARI	50,000	35,697	14,303	71%	50,000	50,266	(266)	101%
001	335180	LOC GOV 1/2-CENT S	24,000,000	24,441,751	(441,751)	102%	23,200,000	27,392,846	(4,192,846)	118%
001	335193	UTILITY REIMBURSEM	145,000	134,212	10,788	93%	142,000	155,438	(13,438)	109%
001	335430	SERVERANCE TAXES	40,000	19,375	20,625	48%	35,000	53,967	(18,967)	154%
001	337111	4 H FOUNDATION CON	61,511	28,311	33,200	46%	32,152	65,352	(33,200)	203%
001	337202	PAYMENTS FROM SRIA	-	96,278	(96,278)		-	-	-	
001	337604	ZIKA MOSQUITO CNTR	-	-	-		5,000	5,000	-	100%
001	337605	ECHFA CONTRIBUTION	100,000	100,000	-	100%	-	100,000	(100,000)	
001	341521	SHERIFF/CIVIL/PKV1	260,000	169,331	90,669	65%	290,000	303,869	(13,869)	105%
001	341525	INVESTIGATIVE COST	2,824	2,817	7	100%	5,513	2,880	2,633	52%
001	341555	SUPERVISOR OF ELEC	-	7,178	(7,178)		-	6,036	(6,036)	
001	341903	GIS DUPLICATION FE	-	2,485	(2,485)		-	1,585	(1,585)	
001	341907	$5 CONST TECH FEES	15,000	19,205	(4,205)	128%	13,500	16,635	(3,135)	123%
001	342303	DETENTION/JAIL MED	15,500	20,475	(4,975)	132%	15,500	20,087	(4,587)	130%
001	342906	EDUCATIONAL PROGRA	-	1,600	(1,600)		-	5,560	(5,560)	
001	342907	CREMATION FEES	-	47,880	(47,880)		-	40,920	(40,920)	
001	342920	PREPAID NEUTER/SPA	350	275	75	79%	650	110	540	17%
001	342921	ANIMAL TAGS	400,000	226,134	173,866	57%	395,000	419,519	(24,519)	106%
001	342923	LOW COST SPAY/NEUT	100	-	100	0%	25	100	(75)	400%
001	342927	CITATION SURCHARGE	4,500	4,609	(109)	102%	4,500	5,671	(1,171)	126%
001	342928	VACCINATION	32,000	23,686	8,314	74%	32,000	29,151	2,849	91%
001	342930	TESTING & MICRO-CH	5,000	4,914	86	98%	5,000	4,998	2	100%
001	343414	SALE OF GAS DISCHA	725,000	820,807	(95,807)	113%	715,000	798,264	(83,264)	112%
001	344910	ENGINEERING FEES	6	-	6	0%	-	-	-	
001	344911	RET POND CAPACITY	63	31,156	(31,093)	49454%	-	77,605	(77,605)	
001	347205	LAKE STONE-CAMPING	43,000	78,867	(35,867)	183%	42,000	56,243	(14,243)	134%
001	347401	CHRGS FOR SRV-SPEC	-	-	-		-	1,337	(1,337)	
001	347505	ABRC-FACILITY FEES	14,500	9,140	5,360	63%	14,500	14,008	492	97%
001	347531	PARK USER FEES	2,000	1,155	845	58%	2,600	1,935	665	74%
001	347532	PERDIDO FIRING RAN	4,000	-	4,000	0%	7,000	-	7,000	0%
001	347533	ADULT SOFTBALL	30,000	19,050	10,950	64%	34,000	33,880	120	100%

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
001	347534	CANTONMENT USER FE	-	210	(210)		-	-	-	
001	347535	BELLVIEW USER FEES	-	1,365	(1,365)		-	3,185	(3,185)	
001	348231	COURT COSTS-CIRCUI	-	15,325	(15,325)		-	22,903	(22,903)	
001	348232	DOMESTIC VIOLENCE	-	53,498	(53,498)		-	56,410	(56,410)	
001	348520	SERVICE CHGS-TRAFF	250,000	176,720	73,280	71%	270,000	226,134	43,866	84%
001	348522	SC-SHERIFF CHAP 31	6	-	6	0%	-	-	-	
001	348621	BAYCOUNTYREIMB-SYB	6	-	6	0%	-	-	-	
001	349021	BOA FEES	22,000	15,924	6,076	72%	20,000	20,316	(316)	102%
001	349023	REZONING FEES	20,000	7,608	12,393	38%	20,000	24,986	(4,986)	125%
001	349025	PLANNING BOARD REV	-	11,460	(11,460)		-	16,123	(16,123)	
001	349228	PRE-TRIAL URINALYS	-	10,299	(10,299)		-	16,471	(16,471)	
001	354901	ANIMAL CITATIONS	62,000	58,959	3,041	95%	60,000	79,217	(19,217)	132%
001	359020	COURT APPOINTED AT	6	-	6	0%	-	-	-	
001	359025	CIVIL RESTITUTION	-	3,924	(3,924)		-	4,848	(4,848)	
001	359026	TRANSCRIPT FEES	-	-	-		-	776	(776)	
001	361001	INTEREST	-	1,041,826	(1,041,826)		-	1,463,361	(1,463,361)	
001	361002	INTEREST-OTHER THA	-	119,869	(119,869)		-	107,259	(107,259)	
001	361008	INTEREST UNREALIZE	-	299,270	(299,270)		-	511,301	(511,301)	
001	361115	INTEREST-SHERIFF	-	394	(394)		-	1,057	(1,057)	
001	361125	INTEREST-TAX COLLE	-	66,461	(66,461)		-	69,687	(69,687)	
001	362003	RENTS AND LEASES	487,000	571,570	(84,570)	117%	520,000	501,473	18,527	96%
001	362009	RENTS-PARKS COMM C	1,000	-	1,000	0%	3,000	-	3,000	0%
001	362010	RENTS-MCDONALD PRO	110,000	158,200	(48,200)	144%	100,000	158,673	(58,673)	159%
001	362029	DON SUTTON CELL TO	6	-	6	0%	-	-	-	
001	362030	SOUTHERN,NORTH LEA	18,889	3,961	14,928	21%	18,889	18,889	(0)	100%
001	362031	SOUTHERN,ENGLEWOOD	2,098	1,749	349	83%	2,098	2,099	(1)	100%
001	362032	CINGULAR,GONZALEZ,	40,400	42,420	(2,020)	105%	40,400	40,905	(505)	101%
001	362034	PINNACLE,DON SUTTO	23,771	4,549	19,223	19%	22,639	24,960	(2,321)	110%
001	364002	SALE OF EQUIPMENT	-	579	(579)		-	-	-	
001	364004	OTHER LAND SALES	-	89,877	(89,877)		-	35,678	(35,678)	
001	366702	MEMORIAL BENCHES	-	2,500	(2,500)		-	2,050	(2,050)	
001	369001	MISCELLANEOUS REVE	-	35,502	(35,502)		-	37,103	(37,103)	
001	369004	PRIOR YEAR REFUND	-	36,458	(36,458)		-	9,389	(9,389)	
001	369008	INSURANCE PROCEEDS	4,093	9,103	(5,010)	222%	57,307	1,645	55,662	3%
001	369010	PENSACOLA CARE-CAP	-	80,913	(80,913)		-	76,975	(76,975)	
001	369041	MSBU APPLICATION F	300	1,400	(1,100)	467%	300	900	(600)	300%
001	369047	JAIL-LTR OF INCAR	-	316	(316)		-	430	(430)	
001	369205	MISC REV-ANIMAL RE	-	2,495	(2,495)		-	2,652	(2,652)	
001	369220	ADOPT OF ANIMALS/A	60,000	43,224	16,776	72%	60,000	56,075	3,925	93%
001	369221	OWNER RECEIPTS/ANI	10,000	10,909	(909)	109%	10,000	12,492	(2,492)	125%
001	369222	SERVICE FEES/ANIMA	25,000	19,321	5,679	77%	25,000	20,069	4,931	80%
001	369303	LITIGATION SETTLEM	-	8,481,579	(8,481,579)		236,000	451,000	(215,000)	191%
001	369401	REIMBURSEMENTS	147,684	278,980	(131,296)	189%	115,000	237,561	(122,561)	207%
001	369405	REIMB-SCHOOL BD/SH	456,000	759,702	(303,702)	167%	485,000	657,947	(172,947)	136%
001	369406	REIMB-WATER QUALIT	-	24,402	(24,402)		-	30,046	(30,046)	
001	369410	XEROX COPYING FEES	-	8,242	(8,242)		-	3,240	(3,240)	
001	369911	INMATE SOCIAL SECU	40,000	49,800	(9,800)	125%	40,000	43,500	(3,500)	109%
001	369935	INDIRECT COST-ENTE	1,475,305	1,335,742	139,563	91%	1,338,893	1,215,184	123,709	91%
001	369936	INDIRECT COSTS - O	2,082,128	1,871,024	211,104	90%	2,114,411	1,127,411	987,000	53%
001	369939	MISC. SHERIFF FEES	506,750	129,656	377,094	26%	485,786	357,460	128,326	74%
001	369941	INITIAL SUBSITENCE	75,000	73,563	1,437	98%	70,000	90,505	(20,505)	129%
001	369942	DAILY SUBSISTENCE-	28,000	55,725	(27,725)	199%	26,000	38,105	(12,105)	147%
001	369945	COUNTY ATTORNEY FE	-	1,835	(1,835)		-	1,265	(1,265)	
001	381103	TRANSFER FROM 103	400,000	400,000	-	100%	350,000	350,000	-	100%

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
001	381111	TRANSFER FROM 111	52,500	52,500	-	100%	-	-	-	
001	381115	TRANSFER FROM 115	878,750	878,750	-	100%	931,000	931,000	-	100%
001	381116	TRANSFER FROM 116	250,000	250,000	-	100%	350,000	350,000	-	100%
001	381143	TRANSFER FROM 143	270,772	270,772	-	100%	266,256	266,256	-	100%
001	381145	TRANSFER FROM 145	658,222	658,222	-	100%	658,222	658,222	-	100%
001	381320	TRANSFER FROM 320	6	-	6	0%	-	-	-	
001	381408	TRANSFER FROM 408	2,301,535	1,726,151	575,384	75%	3,587,506	1,793,753	1,793,753	50%
001	386401	RES. EQUITY-SHERIF	250,000	-	250,000	0%	500,000	700,333	(200,333)	140%
001	389901	ESTIMATED FUND BAL	51,000,249	-	51,000,249	0%	49,445,139	-	49,445,139	0%
001	389905	LESS 5% ANTICIPATE	(9,456,422)	-	(9,456,422)	0%	(8,896,427)	-	(8,896,427)	0%
001 Total			236,679,760	195,571,318	41,108,441		225,898,554	185,927,206	39,971,348	
101	334332	FDOT-NATL POLLUTNT	72,000	72,000	-	100%	72,000	72,000	-	100%
101	337303	CITY OF P'COLA-NPD	60,000	60,000	-	100%	60,000	60,000	-	100%
101	337305	TOWN CENTURY-NPDES	2,000	2,000	-	100%	2,000	2,000	-	100%
101	343302	IIDC-WATER UTILITY	55,000	-	55,000	0%	97,000	226	96,774	0%
101	343303	IIDC TAP FEES- WAT	3,500	-	3,500	0%	7,500	-	7,500	0%
101	343503	IIDC- WASTE WATER	70,000	72,795	(2,795)	104%	70,000	77,749	(7,749)	111%
101	343504	IIDC TAP FEES-WAST	13,000	17,587	(4,587)	135%	12,000	27,234	(15,234)	227%
101	343701	TREERESTORATION OR	21,000	40,750	(19,750)	194%	21,000	12,500	8,500	60%
101	343903	WATER QUALITY LABO	-	6,620	(6,620)		-	4,605	(4,605)	
101	347206	FISHING BRIDGE FEE	30,000	6,892	23,108	23%	38,000	28,722	9,278	76%
101	347536	PARK ACTIVITY FEES	-	2,668	(2,668)		-	4,382	(4,382)	
101	348532	CRIMEPREVENTION FS	160,000	172,488	(12,488)	108%	150,000	182,268	(32,268)	122%
101	349010	WETLANDS FEE REVEN	6,000	14,187	(8,187)	236%	6,000	11,435	(5,435)	191%
101	349011	TREE REMOVAL PERMI	10,000	134,830	(124,830)	1348%	10,000	90,465	(80,465)	905%
101	361001	INTEREST	-	29,446	(29,446)		-	36,022	(36,022)	
101	361008	INTEREST UNREALIZE	-	8,493	(8,493)		-	13,012	(13,012)	
101	362006	RENTS-PERDIDO KEY	2,000	-	2,000	0%	3,000	-	3,000	0%
101	362008	RENTS-BROWNSVILLE	3,500	3,000	500	86%	1,500	6,000	(4,500)	400%
101	362009	RENTS-PARKS COMM C	7,000	2,680	4,320	38%	8,400	6,677	1,723	79%
101	364004	OTHER LAND SALES	-	-	-		-	18,420	(18,420)	
101	366220	DONAT.-OTHER/ANIMA	-	4,344	(4,344)		-	-	-	
101	366223	KENNEL SPONSORSHIP	24,000	16,381	7,619	68%	12,000	13,138	(1,138)	109%
101	366401	ROAD PRISON FUNDRA	-	-	-		6,750	6,300	450	93%
101	366701	PERDIDO KEY PUBLIC	14,560	14,560	-	100%	-	-	-	
101	369001	MISCELLANEOUS REVE	-	75	(75)		-	51	(51)	
101	369009	CONCESSIONS	25,000	34,672	(9,672)	139%	24,000	45,594	(21,594)	190%
101	369045	MISC FOR EMPLOYEE	-	6,317	(6,317)		-	-	-	
101	369422	NPDES SERVICES PRO	28,500	27,948	552	98%	28,500	28,158	342	99%
101	389901	ESTIMATED FUND BAL	1,837,502	-	1,837,502	0%	1,706,793	-	1,706,793	0%
101	389905	LESS 5% ANTICIPATE	(21,500)	-	(21,500)	0%	(23,020)	-	(23,020)	0%
101 Total			2,423,062	750,732	1,672,329		2,313,423	746,957	1,566,466	
102	361001	INTEREST	-	6,657	(6,657)		-	9,596	(9,596)	
102	361008	INTEREST UNREALIZE	-	1,935	(1,935)		-	3,645	(3,645)	
102	381001	TRANSFER FROM 001	50,000	50,000	-	100%	-	-	-	
102	389901	ESTIMATED FUND BAL	350,276	-	350,276	0%	392,036	-	392,036	0%
102 Total			400,276	58,591	341,685		392,036	13,240	378,795	
103	323701	FF-COMMERCIAL GARB	1,825,000	1,976,384	(151,384)	108%	1,750,000	2,036,924	(286,924)	116%
103	354003	CODE ENFORCEMENT F	225,000	479,079	(254,079)	213%	225,000	389,843	(164,843)	173%
103	361001	INTEREST	-	23,068	(23,068)		-	22,237	(22,237)	
103	361008	INTEREST UNREALIZE	-	6,613	(6,613)		-	8,575	(8,575)	
103	369008	INSURANCE PROCEEDS	-	5,322	(5,322)		-	-	-	
103	369401	REIMBURSEMENTS	-	-	-		-	172	(172)	
103	369410	XEROX COPYING FEES	-	40	(40)		-	144	(144)	

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
103	369415	LEIN PYMNT/NUISANC	55,000	42,707	12,293	78%	55,000	111,432	(56,432)	203%
103	389901	ESTIMATED FUND BAL	1,315,988	-	1,315,988	0%	1,233,684	-	1,233,684	0%
103	389905	LESS 5% ANTICIPATE	(105,250)	-	(105,250)	0%	(101,500)	-	(101,500)	0%
103 Total			3,315,738	2,533,214	782,524		3,162,184	2,569,326	592,858	
104	312402	LOCAL OPTION FUEL	4,800,000	4,261,435	538,565	89%	4,800,000	4,897,949	(97,949)	102%
104	331440	FTA PREVENTATIVE M	681,209	681,209	-	100%	630,440	630,440	-	100%
104	331441	ADA CAPITAL COSTS	364,868	364,868	-	100%	342,962	342,962	-	100%
104	331456	FTA NEW FREEDOM	30,000	-	30,000	0%	-	109,582	(109,582)	
104	331457	FTA JARC	25,000	-	25,000	0%	-	61,437	(61,437)	
104	331463	2013 FTA104 FL90-X	16,044	-	16,044	0%	16,044	-	16,044	0%
104	331465	2012 FTA 104 FL90-	223,063	-	223,063	0%	223,063	-	223,063	0%
104	331483	FTA OPERATING ASSI	2,300,000	1,793,762	506,238	78%	2,460,233	2,725,977	(265,744)	111%
104	331484	FTA FLEX FUNDS	300,000	300,000	-	100%	300,000	300,000	-	100%
104	331487	FTA-104-CARES ACT	10,036,545	1,345,959	8,690,586	13%	-	-	-	
104	334401	FDOT OPERATING ASS	991,517	991,517	-	100%	888,755	942,970	(54,215)	106%
104	334428	FDOT-DAVIS HWY COR	447,081	334,749	112,332	75%	420,000	434,059	(14,059)	103%
104	334431	NON-URBANIZED TRAN	163,381	176,697	(13,316)	108%	192,002	80,939	111,063	42%
104	334454	LCL TRNS DISADV AD	-	-	-		26,122	26,122	-	100%
104	334455	PARATRANSIT TRIP G	613,951	575,995	37,956	94%	604,177	628,175	(23,998)	104%
104	337402	CITY OF PENSACOLA	6	-	6	0%	-	-	-	
104	337403	SRIA CONTRIBUTION	180,596	166,005	14,591	92%	172,147	185,440	(13,293)	108%
104	337406	CITY PENS CRA TROL	6	-	6	0%	-	-	-	
104	337410	UWF TROLLY CONTRIB	539,717	328,366	211,351	61%	611,705	428,394	183,311	70%
104	344301	PASSENGER REVENUE	1,100,500	462,966	637,534	42%	1,100,500	948,492	152,008	86%
104	344302	PASSENGER REV-PARA	80,000	36,477	43,523	46%	79,000	74,870	4,130	95%
104	344309	FEDERAL JUROR PASS	-	-	-		22,000	6,831	15,169	31%
104	344310	CTY JUROR TROLLY S	22,000	7,485	14,515	34%	-	3,540	(3,540)	
104	344902	ADVERTISING	350,000	265,853	84,147	76%	330,000	354,400	(24,400)	107%
104	344903	COUNTY VEHICLE MAI	300,000	24,684	275,316	8%	483,278	286,018	197,260	59%
104	361001	INTEREST	-	10,509	(10,509)		-	31,784	(31,784)	
104	361008	INTEREST UNREALIZE	-	2,219	(2,219)		-	14,916	(14,916)	
104	369001	MISCELLANEOUS REVE	-	935	(935)		-	2,658	(2,658)	
104	369004	PRIOR YEAR REFUND	-	5,667	(5,667)		-	263	(263)	
104	369008	INSURANCE PROCEEDS	-	15,202	(15,202)		-	77,588	(77,588)	
104	369401	REIMBURSEMENTS	-	250	(250)		-	579	(579)	
104	389901	ESTIMATED FUND BAL	2,708,699	-	2,708,699	0%	1,765,775	-	1,765,775	0%
104	389905	LESS 5% ANTICIPATE	(100,555)	-	(100,555)	0%	(108,246)	-	(108,246)	0%
104 Total			26,173,628	12,152,810	14,020,818		15,359,957	13,596,385	1,763,572	
106	334612	MOSQUITO CONTROL F	34,497	34,497	0	100%	32,467	34,481	(2,014)	106%
106	389901	ESTIMATED FUND BAL	35,964	-	35,964	0%	43,616	-	43,616	0%
106 Total			70,461	34,497	35,964		76,083	34,481	41,602	
108	312101	TOURIST DEVELOPMEN	10,500,000	9,758,958	741,042	93%	10,000,000	12,333,148	(2,333,148)	123%
108	334515	DEM/BP OIL GRANT	35,264	-	35,264	0%	35,264	-	35,264	0%
108	361001	INTEREST	-	76,121	(76,121)		-	82,744	(82,744)	
108	361008	INTEREST UNREALIZE	-	26,013	(26,013)		-	29,132	(29,132)	
108	369001	MISCELLANEOUS REVE	-	0	(0)		-	315	(315)	
108	389901	ESTIMATED FUND BAL	5,275,954	-	5,275,954	0%	4,346,345	-	4,346,345	0%
108	389905	LESS 5% ANTICIPATE	(525,000)	-	(525,000)	0%	(500,000)	-	(500,000)	0%
108 Total			15,286,218	9,861,092	5,425,126		13,881,609	12,445,338	1,436,271	
110	331105	FEDERAL ELECTIONS	36,478	36,479	(1)	100%	42,728	6,185	36,543	14%
110	331108	SOE SECURITY GRANT	55,366	55,366	(0)	100%	108,225	108,579	(354)	100%
110	331208	BULLET PROOF VEST	-	-	-		-	7,770	(7,770)	
110	331228	PS EMER PREP DCA C	106,183	76,374	29,809	72%	291,925	60,281	231,644	21%
110	331266	EMERGNCY MGMT PERF	107,779	76,181	31,598	71%	310,205	127,515	182,691	41%

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
110	331272	HAZ MAT TECHNICAL	136,513	-	136,513	0%	-	-	-	
110	331284	JAG #2016-DJBX-108	-	-	-		92,383	92,382	1	100%
110	331290	HAZARDOUS MATERIAL	50,391	6,629	43,762	13%	51,390	1,803	49,587	4%
110	331291	JAG#2017-DJBX-0830	50,738	50,738	(0)	100%	128,738	82,164	46,574	64%
110	331292	JUSTICE ASSISTANCE	47,213	-	47,213	0%	-	-	-	
110	331296	NAS LAND USE GRANT	225,000	-	225,000	0%	-	-	-	
110	331298	EMPG-S	19,949	-	19,949	0%	-	-	-	
110	331299	JAG#2018-DJBX-0746	125,841	-	125,841	0%	-	-	-	
110	331305	GLYNN KEY STORMWAT	2,497	-	2,497	0%	3,155	-	3,155	0%
110	331412	RCREATNL TRAIL-S.W	175,000	-	175,000	0%	-	-	-	
110	331617	DRUG ABUSE TRUST F	192,517	-	192,517	0%	202,486	-	202,486	0%
110	331626	CARES-CRF-FHFC HOU	903,834	903,834	-	100%	-	-	-	
110	331750	FWC ARTIFICIAL REE	59,500	59,500	-	100%	-	-	-	
110	331901	EPA-JACKSON LAKE 4	30,478	7,296	23,182	24%	80,400	50,391	30,009	63%
110	331908	EMERGENCY SOLUTION	113,219	41,333	71,886	37%	113,219	-	113,219	0%
110	334220	DIG-DENSITY REDUCT	-	-	-		200,000	199,999	1	100%
110	334221	EMS COUNTY AWARD G	89,848	33,504	56,344	37%	66,826	5,240	61,586	8%
110	334244	HAZARDOUS MATERIAL	11,707	11,707	-	100%	26,756	11,915	14,841	45%
110	334248	COMMUNITY EMERG RE	-	-	-		5,000	5,000	-	100%
110	334252	DOMESTIC SECURITY	-	-	-		2,984	-	2,984	0%
110	334260	DERELICT VESSELS G	7,050	59,350	(52,300)	842%	8,046	6,092	1,954	76%
110	334268	DENSTY RDUCTN AREA	-	-	-		100,000	100,000	-	100%
110	334280	DEFENSE INFRSTRUCT	-	-	-		183,424	183,424	0	100%
110	334282	DEFNSE INFRSTRCTR	375,532	-	375,532	0%	375,533	-	375,533	0%
110	334283	E-911 STATE GRANT	606,466	-	606,466	0%	674,537	-	674,537	0%
110	334326	ORISKANY PCB MONIT	18,789	-	18,789	0%	58,100	-	58,100	0%
110	334367	FDEP LID MONITORIN	47,653	5,696	41,957	12%	99,970	87,984	11,986	88%
110	334368	NRDA TURTLE GRANT-	-	-	-		258,596	128,849	129,747	50%
110	334371	FDEP G0439 LID MAN	85	-	85	0%	18,555	-	18,555	0%
110	334516	BP PROMOTIONAL FUN	5,965	-	5,965	0%	5,965	-	5,965	0%
110	334602	FORENSIC MENTAL HE	51,828	43,936	7,892	85%	49,937	43,971	5,966	88%
110	334704	FLABOATINGIMPROVEM	665,444	84,800	580,643	13%	599,611	98,630	500,980	16%
110	337226	HUMAN SOCIETY(HSUS	20,000	-	20,000	0%	10,000	10,000	-	100%
110	337386	NFWF LIVING SHOREL	53,925	-	53,925	0%	56,507	-	56,507	0%
110	348133	CRT COST-DRUG ABUS	-	14,711	(14,711)		-	17,251	(17,251)	
110	348241	ADDL CRT COST-DRUG	-	3,761	(3,761)		-	3,689	(3,689)	
110	351016	FINES-DRUG COURT F	-	552	(552)		-	913	(913)	
110	361001	INTEREST	-	19,217	(19,217)		-	25,826	(25,826)	
110	361008	INTEREST UNREALIZE	-	7,106	(7,106)		-	10,132	(10,132)	
110	364004	OTHER LAND SALES	305,865	305,865	0	100%	-	-	-	
110	366194	DONATIONS-DRUG COU	178,949	16,575	162,374	9%	161,504	19,732	141,772	12%
110	381001	TRANSFER FROM 001	8,305	8,305	-	100%	4,690	4,690	-	100%
110	389901	ESTIMATED FUND BAL	278,722	-	278,722	0%	26,558	-	26,558	0%
110 Total			5,164,628	1,928,814	3,235,814		4,417,953	1,500,407	2,917,545	
111	342302	DETENTION/JAIL COM	1,438,000	1,561,213	(123,213)	109%	1,250,000	1,662,868	(412,868)	133%
111	361001	INTEREST	-	59,752	(59,752)		-	75,630	(75,630)	
111	361008	INTEREST UNREALIZE	-	17,063	(17,063)		-	28,040	(28,040)	
111	365003	INMATE SALE OF SCR	-	805	(805)		-	-	-	
111	369401	REIMBURSEMENTS	-	853	(853)		-	-	-	
111	381175	TRANSFER FROM 175	299,326	299,326	-	100%	-	-	-	
111	389901	ESTIMATED FUND BAL	3,334,019	-	3,334,019	0%	3,200,762	-	3,200,762	0%
111	389905	LESS 5% ANTICIPATE	(71,900)	-	(71,900)	0%	(62,500)	-	(62,500)	0%
111 Total			4,999,445	1,939,013	3,060,432		4,388,262	1,766,539	2,621,723	
112	331203	FEMA REIMBURSEMENT	990,361	1,483,913	(493,551)	150%	1,515,646	2,986,236	(1,470,590)	197%

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
112	334253	STATE DCA/FEMA	-	113,624	(113,624)		-	470,538	(470,538)	
112	361001	INTEREST	-	1,315	(1,315)		-	30,388	(30,388)	
112	389901	ESTIMATED FUND BAL	933,281	-	933,281	0%	-	-	-	
112 Total			1,923,642	1,598,851	324,791		1,515,646	3,487,163	(1,971,517)	
113	311006	MSTU LIBRARY	6,646,500	6,405,601	240,899	96%	6,557,537	6,002,062	555,475	92%
113	311050	DELINQUENT AD VALO	-	11,876	(11,876)		-	13,083	(13,083)	
113	334710	STATE AID TO LIBRA	130,000	129,721	279	100%	130,000	115,188	14,812	89%
113	347103	CHGS FOR SVC-COPY/	-	20,418	(20,418)		-	37,280	(37,280)	
113	352001	LIBRARY FINES	72,000	27,793	44,207	39%	75,000	72,976	2,024	97%
113	352002	LIBRARY FINE LOST&	-	3,205	(3,205)		-	8,514	(8,514)	
113	361001	INTEREST	-	99,492	(99,492)		-	107,836	(107,836)	
113	361008	INTEREST UNREALIZE	-	27,074	(27,074)		-	37,119	(37,119)	
113	366009	CONTRIB-FL HMNITIE	-	-	-		3	-	3	0%
113	366010	PLAN INNOVATION GR	1	-	1	0%	3	-	3	0%
113	366218	FRIENDS LIBRARY DO	58,562	30,000	28,562	51%	51,386	28,145	23,241	55%
113	366219	DONATIONS-LIBRARY	25,533	2,592	22,941	10%	23,778	1,755	22,023	7%
113	369001	MISCELLANEOUS REVE	-	50	(50)		-	68	(68)	
113	369009	CONCESSIONS	-	3,351	(3,351)		-	7,153	(7,153)	
113	369401	REIMBURSEMENTS	-	75,276	(75,276)		-	532	(532)	
113	389901	ESTIMATED FUND BAL	3,588,698	-	3,588,698	0%	3,109,186	-	3,109,186	0%
113	389905	LESS 5% ANTICIPATE	(342,426)	-	(342,426)	0%	(338,128)	-	(338,128)	0%
113 Total			10,178,868	6,836,449	3,342,419		9,608,765	6,431,712	3,177,053	
114	331241	JAIL ALTRNATVE INI	-	47,213	(47,213)		-	50,000	(50,000)	
114	342931	WRK RLSE URINLYS F	-	50	(50)		-	275	(275)	
114	342932	PRE-TRL DIVR URINL	-	50	(50)		-	225	(225)	
114	348680	PROB/ALTER-PRETRIA	205,000	130,618	74,382	64%	205,000	175,253	29,748	85%
114	348681	PROB/ALT-COST OF S	465,000	386,764	78,236	83%	575,000	479,916	95,084	83%
114	348684	ELECTRIC MONITORIN	150,000	195,634	(45,634)	130%	100,000	245,342	(145,342)	245%
114	348685	CHECK RESTITUTION	35,000	11,170	23,830	32%	60,000	28,155	31,845	47%
114	348686	COMMUNITY SERV WOR	175,000	129,583	45,417	74%	190,000	164,486	25,514	87%
114	348687	BREATH TESTING	10,000	4,460	5,540	45%	10,000	9,555	445	96%
114	348688	WORK RELEASE WAIT	500	100	400	20%	500	375	125	75%
114	349002	COMMUNITY CONFINEM	500	365	135	73%	1,000	135	865	14%
114	349003	RESIDENTIAL PROBAT	435,000	223,714	211,286	51%	750,000	478,211	271,789	64%
114	349229	MP/CCP URINALYSIS	11,000	15,041	(4,041)	137%	16,500	16,020	480	97%
114	359008	PROCESS SERVERS	9,000	10,400	(1,400)	116%	9,000	11,200	(2,200)	124%
114	361001	INTEREST	-	1,792	(1,792)		-	4,419	(4,419)	
114	361008	INTEREST UNREALIZE	-	372	(372)		-	2,280	(2,280)	
114	369001	MISCELLANEOUS REVE	36,000	28,396	7,604	79%	36,000	41,060	(5,060)	114%
114	369303	LITIGATION SETTLEM	-	30,000	(30,000)		-	-	-	
114	369925	LOCKER RENTAL/SHER	5,000	1,206	3,794	24%	6,000	4,808	1,192	80%
114	381001	TRANSFER FROM 001	615,907	615,907	-	100%	-	-	-	
114	389901	ESTIMATED FUND BAL	15,200	-	15,200	0%	311,120	-	311,120	0%
114	389905	LESS 5% ANTICIPATE	(76,600)	-	(76,600)	0%	(97,650)	-	(97,650)	0%
114 Total			2,091,507	1,832,835	258,672		2,172,470	1,711,712	460,758	
115	337101	GRANTS-LOCAL/GENER	-	-	-		20,954	20,954	0	100%
115	337107	$2 RECORDING-SANTA	330,000	508,326	(178,326)	154%	350,000	374,782	(24,782)	107%
115	337108	$2 RECORDING-OKALO	475,000	500,689	(25,689)	105%	551,717	553,793	(2,076)	100%
115	337112	WALTON TECH	-	6,647	(6,647)		-	6,647	(6,647)	
115	337113	$2 RECORDING-WALTO	140,000	190,899	(50,899)	136%	130,000	138,869	(8,869)	107%
115	337114	ESCMBIA VETERAN AF	-	45,478	(45,478)		-	36,095	(36,095)	
115	341101	$2 RECORDING -ESCA	480,000	603,104	(123,104)	126%	480,000	501,384	(21,384)	104%
115	341534	ORD.2005-51 $3 TEE	80,000	63,999	16,001	80%	100,000	80,382	19,618	80%
115	348530	$2 CT COST-DEPUTYS	60,000	40,094	19,906	67%	64,000	52,037	11,963	81%

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
115	348533	$2.50 CRIM JUSTICT	70,000	48,167	21,833	69%	80,000	65,011	14,989	81%
115	348921	COURT INNOVATIONS/	90,000	98,326	(8,326)	109%	90,000	107,341	(17,341)	119%
115	348922	LEGAL AID	90,000	98,326	(8,326)	109%	90,000	107,341	(17,341)	119%
115	348923	LAW LIBRARY	90,000	98,326	(8,326)	109%	90,000	107,341	(17,341)	119%
115	348924	JUVENILE ALTERNATI	90,000	98,326	(8,326)	109%	90,000	107,341	(17,341)	119%
115	348930	$30 FACILITY SURCH	925,000	602,662	322,338	65%	980,000	802,927	177,073	82%
115	361001	INTEREST	-	63,943	(63,943)		-	86,885	(86,885)	
115	361008	INTEREST UNREALIZE	-	18,233	(18,233)		-	32,362	(32,362)	
115	369001	MISCELLANEOUS REVE	-	1,079	(1,079)		-	160	(160)	
115	369401	REIMBURSEMENTS	-	7,868	(7,868)		-	10,979	(10,979)	
115	381001	TRANSFER FROM 001	533,261	533,261	-	100%	595,119	595,119	-	100%
115	381353	TRANSFER FROM 353	520,662	520,662	-	100%	551,519	551,519	-	100%
115	389405	FB FWD-F115 $2 OKA	-	16,676	(16,676)		-	91,759	(91,759)	
115	389406	FB FWD-F115 $2 SAN	-	244,967	(244,967)		-	107,535	(107,535)	
115	389407	FB FWD-F115 $2 WAL	-	77,199	(77,199)		-	(12,499)	12,499	
115	389901	ESTIMATED FUND BAL	3,755,802	-	3,755,802	0%	3,758,421	-	3,758,421	0%
115	389905	LESS 5% ANTICIPATE	(146,000)	-	(146,000)	0%	(148,450)	-	(148,450)	0%
115 Total			7,583,725	4,487,259	3,096,466		7,873,280	4,526,063	3,347,218	
116	322013	SITE INSPECTIONS	206,000	317,952	(111,952)	154%	200,000	232,856	(32,856)	116%
116	322014	CONSTRUCTION PERMI	18,000	21,000	(3,000)	117%	18,000	20,400	(2,400)	113%
116	349022	DRC FEES	285,000	340,244	(55,244)	119%	275,000	354,615	(79,615)	129%
116	349024	LAND USE FEES	215,000	289,440	(74,440)	135%	200,000	236,000	(36,000)	118%
116	361001	INTEREST	-	21,893	(21,893)		-	29,343	(29,343)	
116	361008	INTEREST UNREALIZE	-	6,438	(6,438)		-	11,769	(11,769)	
116	389901	ESTIMATED FUND BAL	1,207,188	-	1,207,188	0%	1,423,162	-	1,423,162	0%
116	389905	LESS 5% ANTICIPATE	(36,200)	-	(36,200)	0%	(34,650)	-	(34,650)	0%
116 Total			1,894,988	996,968	898,020		2,081,512	884,983	1,196,529	
117	329221	SPEC ASMT BEACH MO	45,000	112,122	(67,122)	249%	-	142,500	(142,500)	
117	361001	INTEREST	-	17,276	(17,276)		-	22,780	(22,780)	
117	361008	INTEREST UNREALIZE	-	5,113	(5,113)		-	8,229	(8,229)	
117	366001	CONTR FROM PRIVATE	-	1,000	(1,000)		-	-	-	
117	389901	ESTIMATED FUND BAL	968,117	-	968,117	0%	857,683	-	857,683	0%
117	389905	LESS 5% ANTICIPATE	(2,250)	-	(2,250)	0%	-	-	-	
117 Total			1,010,867	135,511	875,356		857,683	173,509	684,174	
118	331301	RDC NATURAL RESOUR	1,315,425	371,938	943,487	28%	1,346,230	17,614	1,328,616	1%
118	331306	BAYOUCHICO SEDIMEN	335,510	-	335,510	0%	335,510	-	335,510	0%
118	331350	FDEP#RES04 BCHHAVE	5,598,802	-	5,598,802	0%	5,598,802	-	5,598,802	0%
118	331391	BAYS ESTUARY PROGR	1,964,171	86,247	1,877,924	4%	2,000,000	30,335	1,969,665	2%
118	331393	RDC ECONOMIC DEVEL	300,000	-	300,000	0%	-	-	-	
118	331705	FDEP LIVING SHOREL	176,275	-	176,275	0%	217,499	41,225	176,275	19%
118	331706	RDC INFRASTRUCTURE	1,891,215	137,307	1,753,908	7%	1,954,506	75,302	1,879,204	4%
118	334325	PERDIDO KEY DUNE R	-	-	-		137,095	15,111	121,984	11%
118	334393	NRDA CARP CRK PARK	423,120	-	423,120	0%	-	-	-	
118	334394	NRDA CARP CREEK HW	1,599,600	-	1,599,600	0%	-	-	-	
118	334735	NRDA BOAT RAMPS	422,634	-	422,634	0%	462,450	39,816	422,634	9%
118	334736	RESTORE PLANNING A	378,568	34,337	344,231	9%	419,255	38,208	381,047	9%
118	334737	FWC15153 ARTFCIAL	252,556	-	252,556	0%	2,070,168	1,817,612	252,556	88%
118	334738	NRDA BOB SIKE FISH	963,090	-	963,090	0%	963,090	-	963,090	0%
118	337308	P&P BAYS ESTUARY P	-	7,500	(7,500)		-	-	-	
118	337385	NFWF BAYOU CHICO R	3,676,030	36,894	3,639,137	1%	5,144,070	1,468,040	3,676,031	29%
118	337712	NRDA INNERTY PARK	605,000	-	605,000	0%	-	-	-	
118	361001	INTEREST	-	8,792	(8,792)		-	7,389	(7,389)	
118	361008	INTEREST UNREALIZE	-	3,003	(3,003)		-	3,876	(3,876)	
118	381001	TRANSFER FROM 001	15,000	15,000	-	100%	-	-	-	

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
118	389901	ESTIMATED FUND BAL	557,661	-	557,661	0%	497,627	-	497,627	0%
118 Total			20,474,657	701,017	19,773,640		21,146,303	3,554,527	17,591,775	
119	331109	COUNTY CARES ACT	28,764,192	14,321,324	14,442,868	50%	-	-	-	
119	361001	INTEREST	-	23,189	(23,189)		-	-	-	
119	361008	INTEREST UNREALIZE	-	(2,089)	2,089		-	-	-	
119 Total			28,764,192	14,342,424	14,421,768		-	-	-	
120	334691	2020 SHIP GRANT	1,449,576	374,282	1,075,294	26%	-	-	-	
120	335709	2017 SHIP GRANT	-	-	-		1,204,499	-	1,204,499	0%
120	335710	2018 SHIP GRANT	1,115,106	-	1,115,106	0%	1,447,559	-	1,447,559	0%
120	335711	SHIP 2019 GRANT AD	577,840	-	577,840	0%	671,800	521,800	150,000	78%
120	361001	INTEREST	-	338	(338)		-	-	-	
120	369004	PRIOR YEAR REFUND	-	367,473	(367,473)		-	343,707	(343,707)	
120 Total			3,142,522	742,093	2,400,429		3,323,858	865,507	2,458,351	
121	359005	LAW ENFORCEMENT TR	99,891	522,009	(422,118)	523%	180,244	414,622	(234,378)	230%
121	361001	INTEREST	1,079	2,177	(1,098)	202%	-	6,847	(6,847)	
121	361008	INTEREST UNREALIZE	-	822	(822)		-	2,781	(2,781)	
121	389901	ESTIMATED FUND BAL	278,930	-	278,930	0%	256,381	-	256,381	0%
121 Total			379,900	525,008	(145,108)		436,625	424,250	12,375	
124	361001	INTEREST	10,000	25,262	(15,262)	253%	10,000	32,491	(22,491)	325%
124	361002	INTEREST-OTHER THA	8,000	9,000	(1,000)	113%	-	9,000	(9,000)	
124	361008	INTEREST UNREALIZE	-	7,312	(7,312)		-	11,947	(11,947)	
124	369040	ESCAMBIA CTY AFF.	131,210	133,384	(2,174)	102%	45,000	56,444	(11,444)	125%
124	369401	REIMBURSEMENTS	3,600	3,300	300	92%	3,600	3,600	-	100%
124	389901	ESTIMATED FUND BAL	1,611,620	-	1,611,620	0%	1,604,967	-	1,604,967	0%
124 Total			1,764,430	178,258	1,586,172		1,663,567	113,482	1,550,085	
129	331554	2013 HUD ENTITLEME	15,689	-	15,689	0%	15,689	-	15,689	0%
129	331555	2014 HUD ENTITLEME	95,088	12,450	82,638	13%	143,067	87,805	55,262	61%
129	331556	2015 HUD ENTITLEME	127,639	18,779	108,860	15%	602,805	439,153	163,652	73%
129	331557	2016 HUD ENTITLEME	376,680	154,644	222,036	41%	447,382	97,236	350,146	22%
129	331558	2017 HUD ENTITLEME	995,634	291,402	704,232	29%	1,016,490	166,899	849,591	16%
129	331559	2018 HUD ENTITLEME	710,894	78,551	632,343	11%	1,552,350	727,506	824,844	47%
129	331580	2019 HUD ENTITLEME	1,434,463	371,396	1,063,067	26%	-	-	-	
129	331625	CDBG-CV CARES ACT	872,881	-	872,881	0%	-	-	-	
129	361001	INTEREST	-	9,370	(9,370)		-	12,841	(12,841)	
129	361008	INTEREST UNREALIZE	-	2,833	(2,833)		-	4,869	(4,869)	
129	369001	MISCELLANEOUS REVE	186,393	-	186,393	0%	181,031	3,450	177,581	2%
129 Total			4,815,361	939,423	3,875,938		3,958,814	1,539,759	2,419,055	
130	348521	HANDICAPPED PARKIN	10,000	9,580	420	96%	12,500	11,193	1,307	90%
130	361001	INTEREST	-	4,817	(4,817)		-	6,876	(6,876)	
130	361008	INTEREST UNREALIZE	-	1,442	(1,442)		-	2,603	(2,603)	
130	389901	ESTIMATED FUND BAL	276,178	-	276,178	0%	291,961	-	291,961	0%
130	389905	LESS 5% ANTICIPATE	(501)	-	(501)	0%	(625)	-	(625)	0%
130 Total			285,677	15,840	269,837		303,836	20,672	283,164	
131	361001	INTEREST	-	1,699	(1,699)		-	2,327	(2,327)	
131	361008	INTEREST UNREALIZE	-	506	(506)		-	871	(871)	
131	389901	ESTIMATED FUND BAL	96,608	-	96,608	0%	96,517	-	96,517	0%
131 Total			96,608	2,205	94,403		96,517	3,199	93,318	
143	322010	FIRE SAFETY PERMIT	108,000	79,648	28,352	74%	70,000	108,566	(38,566)	155%
143	325202	FIRE MSBU SPEC ASM	17,317,500	17,146,225	171,275	99%	17,100,000	16,823,935	276,065	98%
143	334253	STATE DCA/FEMA	-	80,895	(80,895)		-	-	-	
143	335210	FIREFIGHTER SUPPLE	25,000	20,752	4,248	83%	20,000	30,661	(10,661)	153%
143	342201	CONTRIB FROM SRIA	206,000	206,000	-	100%	206,000	206,000	-	100%
143	361001	INTEREST	46,000	77,505	(31,505)	168%	45,000	101,546	(56,546)	226%
143	361008	INTEREST UNREALIZE	-	23,457	(23,457)		-	35,197	(35,197)	

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
143	369001	MISCELLANEOUS REVE	-	863	(863)		-	502	(502)	
143	369401	REIMBURSEMENTS	-	2,726	(2,726)		31,763	31,763	0	100%
143	369410	XEROX COPYING FEES	-	24	(24)		-	42	(42)	
143	381408	TRANSFER FROM 408	449,810	449,810	-	100%	-	-	-	
143	384005	LOAN PROCEEDS	3	-	3	0%	-	-	-	
143	389901	ESTIMATED FUND BAL	1,356,255	-	1,356,255	0%	1,753,684	-	1,753,684	0%
143	389905	LESS 5% ANTICIPATE	(865,875)	-	(865,875)	0%	(855,000)	-	(855,000)	0%
143 Total			18,642,693	18,087,905	554,787		18,371,447	17,338,211	1,033,236	
145	335220	WIRELESS 911-FS365	990,000	864,574	125,426	87%	990,000	1,084,387	(94,387)	110%
145	335221	NON-WIRELESS E911	370,000	244,556	125,444	66%	370,000	355,252	14,748	96%
145	361001	INTEREST	-	5,876	(5,876)		-	5,502	(5,502)	
145	361008	INTEREST UNREALIZE	-	1,480	(1,480)		-	2,103	(2,103)	
145	369004	PRIOR YEAR REFUND	-	-	-		-	375	(375)	
145	389901	ESTIMATED FUND BAL	759,504	-	759,504	0%	705,859	-	705,859	0%
145	389905	LESS 5% ANTICIPATE	(68,000)	-	(68,000)	0%	(68,000)	-	(68,000)	0%
145 Total			2,051,504	1,116,486	935,018		1,997,859	1,447,619	550,240	
146	331504	CDBG HOUSING REHAB	120,000	-	120,000	0%	70,000	-	70,000	0%
146	361001	INTEREST	2,000	955	1,045	48%	2,000	1,516	484	76%
146	361002	INTEREST-OTHER THA	-	76	(76)		-	996	(996)	
146	361008	INTEREST UNREALIZE	-	300	(300)		-	564	(564)	
146	369028	HUD PROGRAM INCOME	3,000	-	3,000	0%	3,000	-	3,000	0%
146	389901	ESTIMATED FUND BAL	78,596	-	78,596	0%	82,610	-	82,610	0%
146 Total			203,596	1,331	202,265		157,610	3,075	154,535	
147	331564	2013 HUD HOME GRAN	25,000	-	25,000	0%	85,308	62,529	22,779	73%
147	331565	2014 HUD HOME GRAN	423,109	13,395	409,714	3%	598,329	61,155	537,174	10%
147	331566	2015 HUD HOME GRAN	570,463	80,847	489,616	14%	595,034	-	595,034	0%
147	331567	2016 HUD HOME GRAN	637,995	32,713	605,282	5%	640,977	2,624	638,353	0%
147	331568	2017 HUD HOME GRAN	772,870	30,000	742,870	4%	797,373	25,869	771,504	3%
147	331569	2018 HUD HOME GRAN	1,093,475	5,159	1,088,316	0%	1,199,416	100,531	1,098,885	8%
147	331570	2019 HUD HOME GRAN	1,094,533	84,804	1,009,729	8%	-	-	-	
147	361001	INTEREST	-	11,625	(11,625)		-	11,664	(11,664)	
147	361002	INTEREST-OTHER THA	-	-	-		-	2,750	(2,750)	
147	361008	INTEREST UNREALIZE	-	3,442	(3,442)		-	3,926	(3,926)	
147	369028	HUD PROGRAM INCOME	53,717	-	53,717	0%	53,717	51,360	2,357	96%
147	369029	HUD PROGRAM INCOME	223,730	109,162	114,568	49%	298,731	132,541	166,190	44%
147	369048	HOME PROGRAM INCOM	61,888	66,858	(4,970)	108%	81,889	54,988	26,901	67%
147 Total			4,956,780	438,006	4,518,774		4,350,774	509,937	3,840,837	
151	311002	AD VALOREM TAXES	-	2,992,610	(2,992,610)		-	2,479,306	(2,479,306)	
151	361001	INTEREST	-	78,903	(78,903)		-	94,140	(94,140)	
151	361008	INTEREST UNREALIZE	-	22,663	(22,663)		-	33,998	(33,998)	
151	366001	CONTR FROM PRIVATE	12,500	12,500	-	100%	-	-	-	
151	381001	TRANSFER FROM 001	2,992,610	-	2,992,610	0%	2,479,306	-	2,479,306	0%
151	381129	TRANSFER FROM 129	17,500	17,500	-	100%	17,500	17,500	-	100%
151	389901	ESTIMATED FUND BAL	3,776,624	-	3,776,624	0%	3,262,963	-	3,262,963	0%
151 Total			6,799,234	3,124,176	3,675,057		5,759,769	2,624,944	3,134,825	
167	337403	SRIA CONTRIBUTION	-	-	-		-	75,000	(75,000)	
167	344601	BOB SIKES TOLL BRI	3,403,058	1,933,018	1,470,040	57%	4,175,227	3,016,483	1,158,744	72%
167	344602	TOLL BRIDGE PASSES	-	223,975	(223,975)		-	232,576	(232,576)	
167	344603	SUN PASS TRANSPOND	-	16,394	(16,394)		-	28,639	(28,639)	
167	361001	INTEREST	-	174,900	(174,900)		-	245,246	(245,246)	
167	361008	INTEREST UNREALIZE	-	55,307	(55,307)		-	91,236	(91,236)	
167	364002	SALE OF EQUIPMENT	-	45,750	(45,750)		-	-	-	
167	369001	MISCELLANEOUS REVE	-	(20,385)	20,385		-	-	-	
167	389901	ESTIMATED FUND BAL	10,442,521	-	10,442,521	0%	10,025,242	-	10,025,242	0%

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
167	389905	LESS 5% ANTICIPATE	(170,153)	-	(170,153)	0%	(174,900)	-	(174,900)	0%
167 Total			13,675,426	2,428,958	11,246,468		14,025,569	3,689,180	10,336,389	
175	312301	9TH CENT GAS TAX	1,600,000	1,415,361	184,639	88%	1,620,000	1,625,923	(5,923)	100%
175	312401	LOCAL OPTION GAS T	7,400,000	6,567,306	832,694	89%	7,300,000	7,567,737	(267,737)	104%
175	329302	ROAD BLOCK PERMIT	-	300	(300)		-	525	(525)	
175	335491	REFUND OF FUEL TAX	-	135,423	(135,423)		-	133,014	(133,014)	
175	335492	CONSTITUTIONAL GAS	3,160,000	2,721,838	438,162	86%	3,140,000	3,357,311	(217,311)	107%
175	335493	7 CENT GAS TAX	1,365,000	1,195,884	169,116	88%	1,355,000	1,453,057	(98,057)	107%
175	335494	MOTOR FUEL USE TAX	5,000	915	4,085	18%	5,000	5,403	(403)	108%
175	337305	TOWN CENTURY-NPDES	-	-	-		400	400	-	100%
175	342301	RD PRISON COMMISSA	-	14,510	(14,510)		135,000	152,670	(17,670)	113%
175	344911	RET POND CAPACITY	3	-	3	0%	-	-	-	
175	344914	HOLDING POND MAINT	125,000	171,884	(46,884)	138%	100,000	143,910	(43,910)	144%
175	344915	LAFITTE COVE MAINT	52,800	50,400	2,400	95%	65,000	-	65,000	0%
175	361001	INTEREST	-	86,702	(86,702)		-	101,799	(101,799)	
175	361008	INTEREST UNREALIZE	-	23,741	(23,741)		-	39,247	(39,247)	
175	364002	SALE OF EQUIPMENT	713,000	713,090	(90)	100%	-	-	-	
175	365001	SALE OF SCRAP META	-	5,883	(5,883)		-	6,007	(6,007)	
175	365003	INMATE SALE OF SCR	-	-	-		-	551	(551)	
175	369001	MISCELLANEOUS REVE	5,000	6,248	(1,248)	125%	5,000	6,737	(1,737)	135%
175	369004	PRIOR YEAR REFUND	-	16	(16)		-	3,572	(3,572)	
175	369008	INSURANCE PROCEEDS	-	52,669	(52,669)		-	8,078	(8,078)	
175	369012	VACATION OF RIGHT	1,100	2,850	(1,750)	259%	1,000	4,183	(3,183)	418%
175	369042	FLEET MNT-FIRE VEH	60,000	49,799	10,201	83%	60,000	71,793	(11,793)	120%
175	369044	FLEET MNT-VEHICLE	50,000	28,145	21,855	56%	80,000	48,594	31,406	61%
175	369401	REIMBURSEMENTS	134,891	9,396	125,495	7%	185,954	26,362	159,592	14%
175	369409	FDOT REIMBURSMENTS	728,819	1,011,641	(282,822)	139%	967,928	1,007,316	(39,388)	104%
175	381001	TRANSFER FROM 001	9,060,950	9,060,950	-	100%	7,710,954	7,710,954	-	100%
175	381401	TRANSFER FROM 401	570,094	570,094	-	100%	529,744	529,744	-	100%
175	389901	ESTIMATED FUND BAL	3,799,750	-	3,799,750	0%	4,414,125	-	4,414,125	0%
175	389905	LESS 5% ANTICIPATE	(727,893)	-	(727,893)	0%	(741,966)	-	(741,966)	0%
175 Total			28,103,514	23,895,045	4,208,469		26,933,139	24,004,887	2,928,252	
177	325129	WATER OAKS DRAINAG	-	5,807	(5,807)		-	5,797	(5,797)	
177	325133	HOMEPLACE LANE RES	-	5,781	(5,781)		-	-	-	
177	325301	LIFAIR STREET LIGH	7,260	6,788	472	93%	6,930	6,682	248	96%
177	325302	CANTERBURY WOODS S	3,465	3,354	111	97%	3,465	3,349	116	97%
177	325303	PERDIDO ESTATES ST	3,499	3,337	162	95%	3,499	3,312	187	95%
177	325304	RIVER GARDENS III	6,218	5,929	289	95%	6,218	6,007	211	97%
177	325305	RIVER OAKS LANDNG.	1,807	1,734	73	96%	1,807	1,734	73	96%
177	325306	WEEKLY BAYOU DREDG	-	5,790	(5,790)		-	5,779	(5,779)	
177	361001	INTEREST	-	18,116	(18,116)		-	28,390	(28,390)	
177	361008	INTEREST UNREALIZE	-	4,674	(4,674)		-	10,460	(10,460)	
177	363143	MAYFAIR STR LGHT A	58,300	56,099	2,201	96%	55,000	54,322	678	99%
177	363144	WHISPER WAY STREET	4,730	4,564	166	96%	4,356	4,204	152	97%
177	363145	MIRABELLE STREET L	11,443	11,028	415	96%	11,443	11,031	412	96%
177	363146	COVENTRY ESTATES L	2,385	2,293	92	96%	2,385	2,297	88	96%
177	363147	HERITAGE WOODS LIG	4,806	4,551	255	95%	4,806	4,485	321	93%
177	363148	ROBINSONS MILL LIG	8,800	8,462	338	96%	8,250	7,931	319	96%
177	363149	SUNSET OAKS LIGHTI	1,386	1,333	53	96%	1,386	1,334	52	96%
177	363150	WOODSIDE ESTATES L	12,595	12,124	471	96%	12,595	12,117	478	96%
177	363162	PERDIDO BAY STREET	14,960	14,460	500	97%	14,960	14,466	494	97%
177	363163	TARKLIN RIDGE STRE	3,036	2,918	118	96%	3,036	2,917	119	96%
177	363164	BAUER ESTATES STRE	495	476	19	96%	495	476	19	96%
177	363165	OSCEOLA STREET LIG	18,370	17,806	564	97%	18,370	17,867	503	97%

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
177	363166	WOODRIDGE MANOR ST	3,300	3,176	124	96%	3,300	3,174	126	96%
177	363167	LAS BRISAS ST. LIG	15,180	14,668	512	97%	15,180	14,695	485	97%
177	363168	ES LIGHT-STR LIGHT	46,200	44,456	1,744	96%	43,560	41,743	1,817	96%
177	363169	ES REC-STR LIGHTIN	29,502	28,389	1,113	96%	29,810	28,565	1,245	96%
177	363170	CARRIAGE HILLS STR	10,120	9,732	388	96%	9,460	9,144	316	97%
177	363171	TWIN OAKS STREET L	8,250	7,966	284	97%	8,250	7,980	270	97%
177	363172	ALYSHEBA STREET LI	1,540	1,487	53	97%	1,408	1,356	52	96%
177	363173	ROSEWOOD ESTATES S	2,750	2,647	103	96%	2,750	2,647	103	96%
177	363174	CRESCENT LAKE STRE	29,040	27,934	1,106	96%	29,040	28,100	940	97%
177	363175	CORAL CREEK STREET	14,630	14,069	561	96%	13,752	13,198	554	96%
177	363176	LAKE ESTELLE MSBU	7,788	7,095	693	91%	7,348	7,081	267	96%
177	363177	BROOKHOLLOW STREET	1,683	1,603	80	95%	1,683	1,599	84	95%
177	363178	RIDGEFIELD STREET	7,920	8,059	(139)	102%	7,920	7,640	280	96%
177	363179	WESTERNMARK STREET	2,860	2,686	174	94%	2,860	3,082	(222)	108%
177	363181	SCENIC HILLS STREE	11,272	10,834	438	96%	11,272	10,880	392	97%
177	363182	TARKLIN OAKS STREE	2,310	2,226	84	96%	2,310	2,218	92	96%
177	363184	BOULDERCREEK STR L	1,353	1,305	48	96%	1,353	1,302	51	96%
177	363185	BAYWOODS STREET LG	2,189	2,113	76	97%	2,189	2,114	75	97%
177	363186	BROOKSIDE HILLS ST	12,320	11,851	469	96%	11,660	11,202	458	96%
177	363187	CROWNE POINTE STRE	16,720	16,072	648	96%	16,335	15,711	624	96%
177	363188	MAJESTIC OAKS STRE	3,553	3,792	(239)	107%	1,859	1,785	74	96%
177	363189	SOUTH GULF MANOR S	6,181	5,962	219	96%	6,181	6,078	103	98%
177	363190	WEST ROBERTS EST S	9,101	8,750	351	96%	9,101	8,794	307	97%
177	363191	BELLE CHASSE STREE	1,669	1,606	63	96%	1,669	1,606	63	96%
177	363192	BELLE MEADOW STREE	8,250	8,011	239	97%	8,061	7,736	325	96%
177	363193	GLENMOOR TRAIL STR	4,457	4,295	162	96%	4,457	4,289	168	96%
177	363194	CALDERWOOD COURT S	1,137	1,093	44	96%	1,137	1,093	44	96%
177	363195	CARONDELAY ST LIGH	1,925	1,859	66	97%	1,925	1,857	68	96%
177	363196	HANLEY DOWNS ST LI	4,400	4,232	168	96%	4,400	4,234	166	96%
177	363197	HIDDEN LAKES EST S	5,782	5,506	276	95%	5,782	5,575	207	96%
177	363198	TURNERS MEADOW ST	2,373	2,280	93	96%	2,373	2,283	90	96%
177	363199	KINGS RIDGE STREET	2,373	2,284	89	96%	2,373	2,281	92	96%
177	363200	CORAL CREEK II STR	1,650	1,587	63	96%	1,566	1,541	25	98%
177	363201	FOREST CREEK STREE	8,066	7,723	343	96%	8,066	7,766	300	96%
177	363202	GLENMORE TRAIL PHA	2,365	2,278	87	96%	2,168	2,082	86	96%
177	363203	RIVER GARDENS STRE	5,634	5,430	204	96%	5,634	5,393	241	96%
177	363204	MAGNOLIA LAKES STR	16,258	15,613	645	96%	15,950	15,339	611	96%
177	363205	MCARTHUR LANE STRE	1,342	1,294	48	96%	1,342	1,296	46	97%
177	363206	SUGAR CREEK STREET	1,661	1,560	101	94%	1,661	1,605	57	97%
177	363207	JOHNSTONE STREET L	900	864	36	96%	900	864	36	96%
177	363208	MAPLE OAKSSTREET L	4,510	4,341	169	96%	4,510	4,339	171	96%
177	363209	TIFFANY STREET LIG	531	515	16	97%	531	515	16	97%
177	363210	SANDY CREEK (WYATT	546	526	20	96%	546	528	18	97%
177	363211	MAGNOLIA LAKES 5 L	4,620	4,438	182	96%	4,620	4,436	184	96%
177	363212	VIZCAYA STREET LIG	3,190	3,067	123	96%	3,190	3,065	125	96%
177	363213	BUSBEE PLANTATION	3,684	3,548	136	96%	3,684	3,545	139	96%
177	363214	ZIGLAR RIDGE ST LI	3,982	3,837	145	96%	3,982	3,835	147	96%
177	363215	AMELIA PLACE ST LI	4,180	4,032	148	96%	3,891	3,758	133	97%
177	363216	MARCUS POINTE VILL	8,580	8,268	312	96%	8,580	8,272	308	96%
177	363217	WESTFIELD STREET L	1,542	1,433	109	93%	1,542	1,707	(165)	111%
177	363218	BRIDGEWOODSTREET L	5,688	5,476	212	96%	5,688	5,462	226	96%
177	363219	WOODBRIDGESTREET L	4,745	4,574	171	96%	4,745	4,584	161	97%
177	363220	TAHISCO GROVE ST L	2,310	2,222	88	96%	2,200	2,116	84	96%
177	363222	BAREFOOT ESTATES S	4,008	3,875	134	97%	4,008	3,881	127	97%

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
177	363223	HICKORY HILLS ST L	1,349	1,295	54	96%	1,349	1,295	54	96%
177	363224	LAKES OF CARRINGTO	13,093	13,834	(741)	106%	6,303	6,056	247	96%
177	363225	GRAND CAYMAN, PH 2	1,676	1,612	64	96%	1,676	1,616	60	96%
177	363226	GRANDE OAKS, ADD I	13,420	12,997	423	97%	12,918	12,517	401	97%
177	363227	FLORIDIAN, PH I ST	6,270	6,029	241	96%	5,841	5,610	231	96%
177	363228	GLENWOOD STREET LI	3,084	2,973	111	96%	3,084	2,971	113	96%
177	363229	CYPRESS CREEK STRE	1,438	1,381	57	96%	1,438	1,381	57	96%
177	363230	PATRIOT PLACE STRE	946	922	24	97%	867	843	24	97%
177	363231	FLORIDIAN PHASE II	2,508	2,413	95	96%	2,508	2,412	96	96%
177	363232	WOODLANDS STREET L	4,171	4,023	148	96%	4,171	4,029	142	97%
177	363233	OAKHILLS ESTATES L	4,984	4,808	176	96%	4,984	4,815	169	97%
177	363234	SOUTHWOODS STREET	10,450	10,048	402	96%	15,653	15,036	617	96%
177	363235	ARBOR RIDGE STREET	5,555	5,353	202	96%	5,555	5,348	207	96%
177	363236	LOGAN PLACE STREET	9,900	9,512	388	96%	12,210	12,919	(709)	106%
177	363237	GRANDE LAGOON STRE	26,620	25,734	886	97%	26,620	25,773	847	97%
177	363238	TWIN SPIRES STREET	2,860	2,768	92	97%	2,662	2,567	95	96%
177	363239	BETMARK PLACE STRE	2,310	2,292	18	99%	2,188	2,108	80	96%
177	363240	BILEK MANOR STREET	3,080	2,966	114	96%	2,893	2,783	110	96%
177	363241	MANCHESTER STREET	8,817	8,465	352	96%	8,817	8,470	347	96%
177	363242	MILLVIEW ESTATES L	3,499	3,369	130	96%	3,499	3,364	135	96%
177	363243	GRAND CEDARS RESER	4,153	4,010	143	97%	4,153	3,996	157	96%
177	363244	HERON BAYOU STREET	6,578	6,384	194	97%	6,578	6,465	113	98%
177	363245	HIGH SPRINGS STREE	1,186	1,145	41	97%	1,186	1,148	38	97%
177	363246	TWIN PINES STREET	1,705	1,644	61	96%	1,705	1,640	65	96%
177	363247	BRISTOL CREEK PHAS	1,658	1,595	63	96%	1,658	1,599	59	96%
177	363248	IRONHORSE STREET L	1,980	1,902	78	96%	2,135	2,051	84	96%
177	363249	BRISTOL CREEK PHAS	2,255	2,168	87	96%	2,156	2,079	77	96%
177	363250	HERRINGTON PLACE S	6,215	5,981	234	96%	5,940	5,716	224	96%
177	363251	AIRWAY OAKS ST LIG	4,510	4,336	174	96%	4,290	3,964	326	92%
177	363253	GLENVIEW STREET LI	8,690	8,089	601	93%	8,690	8,293	397	95%
177	363254	TURNBERRY ST LIGHT	2,170	2,086	84	96%	2,170	2,084	86	96%
177	363255	WATERFORD PL ST LI	3,190	3,078	112	96%	3,190	3,064	126	96%
177	363256	AUDREY PLANTATION	2,871	2,756	115	96%	2,871	2,756	115	96%
177	363257	BAYWALK CIRCLE STR	465	448	17	96%	465	447	18	96%
177	363258	BOULDER CREEK ADD	3,684	3,559	125	97%	3,684	3,555	129	97%
177	363259	CARDINAL CREEK STR	3,245	3,121	124	96%	3,003	2,892	111	96%
177	363260	CLEAR CREEK FARMS	3,796	3,663	133	96%	3,796	3,665	131	97%
177	363261	CREEKWOOD STREET	6,050	5,826	224	96%	5,903	5,684	219	96%
177	363262	DUNLEITH STREET LI	4,235	4,066	169	96%	3,883	3,728	155	96%
177	363263	HERITAGE OAKS STRE	1,494	1,437	57	96%	1,494	1,512	(18)	101%
177	363264	HUNTINGTON STREET	3,597	3,377	220	94%	3,355	3,237	118	96%
177	363265	INDIAN LAKE STREET	5,610	5,386	224	96%	5,280	5,076	204	96%
177	363266	LOST CREEK LIGHTIN	3,630	3,489	141	96%	3,388	3,255	133	96%
177	363267	MADISON PLACE LIGH	4,226	4,062	164	96%	4,226	4,057	169	96%
177	363268	OSPREY PLACE LIGHT	1,305	1,252	53	96%	1,305	1,252	53	96%
177	363269	SCENIC HILLS N ST	3,135	3,023	112	96%	2,966	2,861	105	96%
177	363270	TWIN PINES II LIGH	1,595	1,532	63	96%	1,452	1,394	58	96%
177	363271	WILLOW TREE ACRES	2,684	2,578	106	96%	2,684	2,579	105	96%
177	363272	WETHERBY COVE LIGH	3,025	2,906	119	96%	2,816	2,706	110	96%
177	363273	MAPLE OAKS WEST PH	4,488	4,314	174	96%	4,488	4,317	171	96%
177	363276	AUTUMN MEADOWS LIG	4,950	4,752	198	96%	4,730	4,539	191	96%
177	363277	CHASEFIELD STREET	2,787	2,677	110	96%	2,787	2,676	111	96%
177	363278	LILLIAN WOODS LIGH	16,903	16,156	747	96%	16,903	16,150	753	96%

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
177	363279	PROVIDENCE MANOR L	2,970	2,855	115	96%	2,723	2,618	105	96%
177	363280	SUMMERFIELD LIGHTI	9,653	9,289	364	96%	4,400	4,232	168	96%
177	363281	WEATHERSTONE STR L	3,982	3,821	161	96%	3,630	3,484	146	96%
177	363282	WEST RIDGE STR LIT	3,740	3,598	142	96%	3,432	3,297	135	96%
177	363299	INNERARITY ISLAND	51,786	50,927	859	98%	65,303	51,786	13,517	79%
177	363300	CAMSHIRE STREET LT	3,251	3,120	131	96%	3,251	3,128	123	96%
177	363302	HIGHLANDS STREET L	2,698	2,593	105	96%	2,698	2,591	107	96%
177	363303	WINDSONG STREET LT	2,200	2,118	82	96%	2,420	2,325	95	96%
177	363304	BAY MEADOWS LIGHTI	8,360	8,004	356	96%	8,360	8,073	287	97%
177	363305	DEERFIELD LIGHTING	3,559	3,422	137	96%	3,559	3,425	134	96%
177	363306	PROVIDENCE MANOR I	3,850	3,695	155	96%	3,584	3,439	145	96%
177	363307	MILLVIEW ESTATES I	1,747	1,676	71	96%	1,747	1,684	63	96%
177	363308	WILDE LAKE EST. LI	1,359	1,312	47	97%	1,359	1,307	52	96%
177	363309	DEERFIELD EST SEWE	34,494	33,503	991	97%	35,536	33,526	2,010	94%
177	363311	LEGACY OAKS LIGHTI	7,205	6,935	270	96%	7,205	6,932	273	96%
177	363312	LINCOLN PARK LIGHT	42,900	41,995	905	98%	41,096	40,476	620	98%
177	363313	VALKYRY WAY ROAD M	-	38,180	(38,180)		-	38,180	(38,180)	
177	363314	BAYBROOK STREET LI	5,665	5,420	245	96%	5,500	5,302	198	96%
177	363315	EST GRIFFITH PARK	2,495	2,394	101	96%	2,495	2,394	101	96%
177	363316	QUAILRUN/CANDLSTIC	17,820	17,138	682	96%	17,050	16,467	583	97%
177	363317	ROBERTS RIDGE LIGH	8,415	8,086	329	96%	8,415	8,084	331	96%
177	363318	KINGSWAY DRAINAGE	-	6,587	(6,587)		-	6,600	(6,600)	
177	363319	SAVERNA PARK STREE	18,040	17,551	489	97%	24,530	26,611	(2,081)	108%
177	363320	CREEKWOOD LIFT STA	559,505	-	559,505	0%	-	-	-	
177	363321	PRIVATE IMPR HOMEP	165,000	-	165,000	0%	-	-	-	
177	363322	TANGLEWOOD STREET	6,119	6,473	(354)	106%	-	-	-	
177	363323	SEAGRASS STREET LT	9,779	10,281	(502)	105%	-	-	-	
177	363324	TWENTY ONE OAKS ST	8,415	8,970	(555)	107%	-	-	-	
177	363325	COVINGTON STREET L	4,620	4,909	(289)	106%	-	-	-	
177	363326	HANNAS TERRACE STR	2,090	2,208	(118)	106%	-	-	-	
177	363327	BROOKHAVEN STREET	18,590	19,758	(1,168)	106%	-	-	-	
177	363328	BRADFIELD STREET L	11,000	11,734	(734)	107%	-	-	-	
177	363329	BETMARK CIRCLE ST	897	780	117	87%	-	-	-	
177	383001	LOAN PROCEEDS	5,605,174	-	5,605,174	0%	6,292,537	-	6,292,537	0%
177	389901	ESTIMATED FUND BAL	525,807	-	525,807	0%	511,167	-	511,167	0%
177	389905	LESS 5% ANTICIPATE	(90,951)	-	(90,951)	0%	(50,909)	-	(50,909)	0%
177 Total		MSBU Assessments	7,848,004	1,136,885	6,711,119		7,770,417	1,070,238	6,700,179	
181	325101	MST DRNGE BASIN I	250	455	(205)	182%	400	79	321	20%
181	325102	MST DRNGE BASIN II	250	480	(230)	192%	400	12,884	(12,484)	3221%
181	325103	MST DRNGE BASIN II	500	883	(383)	177%	550	719	(169)	131%
181	325104	MST DRNGE BASIN IV	50	79	(29)	158%	200	210	(10)	105%
181	325105	MST DRNGE BASIN V	1,000	1,234	(234)	123%	1,000	945	55	95%
181	325106	MST DRNGE BASIN VI	15,000	24,981	(9,981)	167%	6,000	6,737	(737)	112%
181	325107	MST DRNGE BASIN VI	15,000	29,789	(14,789)	199%	10,000	11,701	(1,701)	117%
181	325108	MST DRNGE BASIN VI	5,000	11,103	(6,103)	222%	10,000	7,096	2,904	71%
181	325109	MST DRNGE BASIN IX	1,000	876	124	88%	2,000	1,229	771	61%
181	325110	MST DRNG BASIS X	10,000	10,687	(687)	107%	6,000	15,375	(9,375)	256%

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
181	325111	MST DRNGE BASIN XI	2,000	9,406	(7,406)	470%	6,000	4,952	1,048	83%
181	325112	MST DRNGE BASIN XI	10,000	19,800	(9,800)	198%	10,000	13,183	(3,183)	132%
181	325113	MST DRNG BASIN XII	30,000	96,002	(66,002)	320%	30,000	60,715	(30,715)	202%
181	325114	MST DRNGE BASIN XI	5,000	23,953	(18,953)	479%	5,000	1,444	3,556	29%
181	325115	MST DRNGE BASIN XV	9,000	18,786	(9,786)	209%	10,000	5,104	4,896	51%
181	325116	MST DRNGE BASIN XV	4,000	9,029	(5,029)	226%	4,000	4,163	(163)	104%
181	325117	MST DRNGE BASIN XV	750	1,084	(334)	145%	750	630	120	84%
181	325118	MST DRNGE BASN XVI	200	446	(246)	223%	200	105	95	53%
181	361001	INTEREST	-	14,367	(14,367)		-	17,000	(17,000)	
181	361008	INTEREST UNREALIZE	-	4,020	(4,020)		-	6,174	(6,174)	
181	389901	ESTIMATED FUND BAL	740,769	-	740,769	0%	677,774	-	677,774	0%
181	389905	LESS 5% ANTICIPATE	(5,450)	-	(5,450)	0%	(5,126)	-	(5,126)	0%
181 Total			844,319	277,461	566,858		775,148	170,444	604,703	
203	338003	TDT NAVARRE-SANTAR	-	-	-		-	60,000	(60,000)	
203	361001	INTEREST	12,800	72,133	(59,333)	564%	10,375	139,595	(129,220)	1345%
203	369423	REIMB DEBT SVC-IHM	1,012,500	-	1,012,500	0%	1,012,067	-	1,012,067	0%
203	369424	REIMB DEBT SVC-SRI	1,284,959	-	1,284,959	0%	1,282,056	-	1,282,056	0%
203	381001	TRANSFER FROM 001	5,429,650	5,429,650	-	100%	5,742,693	5,394,151	348,542	94%
203	381108	TRANSFER FROM 108	-	-	-		790,307	-	790,307	0%
203	381167	TRANSFER FROM 167	1,349,000	1,349,000	-	100%	1,319,001	1,349,183	(30,182)	102%
203	381352	TRANSFER FROM 352	-	2,297,459	(2,297,459)		-	2,192,954	(2,192,954)	
203	381353	TRANSFER FROM 353	4,196,700	4,196,700	-	100%	4,197,000	4,167,770	29,230	99%
203	385101	PROCEEDS OF DEBT R	-	-	-		46,863,883	46,863,882	1	100%
203	389901	ESTIMATED FUND BAL	-	-	-		500,000	-	500,000	0%
203 Total			13,285,609	13,344,942	(59,333)		61,717,382	60,167,534	1,549,848	
311	331203	FEMA REIMBURSEMENT	13,824,219	8,539,880	5,284,339	62%	40,661,736	22,995,162	17,666,574	57%
311	334253	STATE DCA/FEMA	-	1,423,313	(1,423,313)		-	3,842,355	(3,842,355)	
311	361001	INTEREST	500,000	629,401	(129,401)	126%	500,000	1,811,109	(1,311,109)	362%
311	389901	ESTIMATED FUND BAL	54,724,388	-	54,724,388	0%	85,703,817	-	85,703,817	0%
311 Total			69,048,606	10,592,594	58,456,012		126,865,553	28,648,627	98,216,926	
320	331426	2017FTA320 FL90-X9	148,413	-	148,413	0%	151,838	3,425	148,413	2%
320	331427	2018FTAGRNT1092-20	99,264	-	99,264	0%	99,264	-	99,264	0%
320	331455	FTA CAP PROJ #FL90	-	-	-		34,350	-	34,350	0%
320	331459	2011 FTA GRANT #FL	12,438	1,182	11,256	10%	216,427	203,989	12,438	94%
320	331460	2012 FTA GRANT FL9	151,176	22,999	128,177	15%	188,262	36,437	151,825	19%
320	331464	2013 FTA320 FL90-X	12,275	1,029	11,246	8%	17,441	5,166	12,275	30%
320	331466	GOOD RPR GRT FL-04	-	-	-		44,875	44,425	450	99%
320	331470	2013 FTA 5339 FL 3	-	-	-		81,268	71,770	9,498	88%
320	331472	2014 FTA 320 FL90-	156,920	-	156,920	0%	156,920	-	156,920	0%
320	331477	2015FTA320FL90-X87	1,182,907	-	1,182,907	0%	1,185,383	18,382	1,167,001	2%
320	331478	2014FTA-320- FL34-	317,639	4,806	312,833	2%	317,639	-	317,639	0%
320	331479	2015FTA/FDOT FL16-	-	-	-		25,476	-	25,476	0%
320	331480	FTA OP ASSISTANCE	31,678	-	31,678	0%	31,678	-	31,678	0%
320	331482	2017 FTA FL17-005-	500,484	-	500,484	0%	501,251	768	500,483	0%
320	331485	FTA FL 2019-059-00	100,022	-	100,022	0%	100,022	-	100,022	0%
320	331486	FDOT5310-1001-2017	200,088	200,089	(1)	100%	-	-	-	
320	331488	FTA-320-CARES ACT	101,379	-	101,379	0%	-	-	-	

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
320	331489	FTA FL 2020-052-00	302,601	-	302,601	0%	-	-	-	
320	361001	INTEREST	-	5,794	(5,794)		-	6,415	(6,415)	
320	361008	INTEREST UNREALIZE	-	1,767	(1,767)		-	2,211	(2,211)	
320	381104	TRANSFER FROM 104	22,233	-	22,233	0%	-	-	-	
320 Total			3,339,517	237,666	3,101,851		3,152,094	392,988	2,759,106	
352	331285	HMGP BRISTOL CREEK	2,200,400	1,485,683	714,717	68%	2,200,400	-	2,200,400	0%
352	331286	HMGP LAKE CHARLENE	2,142,462	-	2,142,462	0%	2,157,356	14,893	2,142,463	1%
352	331287	HMGP DELANO ST.DRA	1,637,550	-	1,637,550	0%	1,864,270	226,721	1,637,550	12%
352	331288	HMGP PINOAK LN ACQ	382,742	379,439	3,302	99%	397,400	14,658	382,742	4%
352	331289	MOTLEY COURT CLEAR	223,011	51,237	171,774	23%	646,930	423,919	223,011	66%
352	331491	LAP-OC PHILLIPS/BR	338,303	169,460	168,843	50%	506,250	167,947	338,303	33%
352	331492	LAP-DAWSON/PRITCHE	383,634	265,694	117,940	69%	487,500	103,866	383,634	21%
352	334403	LAP-DRAINAGE IMPRV	20,644	20,644	0	100%	73,000	52,356	20,644	72%
352	334453	EDTPFA-MUSCOGEE &	81,241	-	81,241	0%	581,241	500,000	81,241	86%
352	334493	STATE TRANSPORTATI	1,845,973	2,557	1,843,416	0%	2,099,774	253,801	1,845,973	12%
352	334494	NORTH "W" ST.SIDEW	11,140	-	11,140	0%	11,140	-	11,140	0%
352	334495	QUIETWTR BCH LNDNG	194,057	34,145	159,912	18%	276,970	82,913	194,057	30%
352	334496	BAUER RD PAVE SHLD	14,890	-	14,890	0%	431,706	416,816	14,890	97%
352	334497	E.JOHNSN STRMWTR R	64,004	-	64,004	0%	64,004	-	64,004	0%
352	334498	LAP-CR295A CORRY F	292,295	201,837	90,458	69%	529,988	237,692	292,296	45%
352	334499	CR292 GB HWY DRAIN	13,735	-	13,735	0%	13,735	-	13,735	0%
352	334734	FWC ARTIFICIAL REE	31,981	-	31,981	0%	31,981	-	31,981	0%
352	335350	IIDC WATER & SEWER	337,189	-	337,189	0%	439,039	-	439,039	0%
352	337302	ECUA CONTR-CAPITAL	2,378,835	51,260	2,327,575	2%	2,327,576	-	2,327,576	0%
352	337403	SRIA CONTRIBUTION	456,070	-	456,070	0%	456,070	-	456,070	0%
352	337411	FDOT	625	-	625	0%	215,575	214,950	625	100%
352	347301	CHRGS FOR SRV-CULT	-	-	-		-	320	(320)	
352	361001	INTEREST	-	677,818	(677,818)		-	1,163,081	(1,163,081)	
352	361002	INTEREST-OTHER THA	-	387,459	(387,459)		-	236,340	(236,340)	
352	361008	INTEREST UNREALIZE	-	211,368	(211,368)		-	479,926	(479,926)	
352	364002	SALE OF EQUIPMENT	-	-	-		230,323	230,323	-	100%
352	364004	OTHER LAND SALES	-	389,776	(389,776)		-	-	-	
352	369001	MISCELLANEOUS REVE	-	-	-		-	197	(197)	
352	369401	REIMBURSEMENTS	22,570	22,570	(0)	100%	110,000	110,000	-	100%
352	389901	ESTIMATED FUND BAL	55,323,784	-	55,323,784	0%	72,473,497	-	72,473,497	0%
352 Total			68,397,136	4,350,946	64,046,189		88,625,725	4,930,718	83,695,007	
353	312601	LOCAL OPTION SALES	42,044,096	42,391,925	(347,829)	101%	41,627,818	48,140,106	(6,512,288)	116%
353	331595	LAP-PK MULTI-USE P	1,768,953	-	1,768,953	0%	-	-	-	
353	334373	PCOLA PASS INLET M	311,250	-	311,250	0%	311,250	-	311,250	0%
353	337302	ECUA CONTR-CAPITAL	1,757,418	-	1,757,418	0%	264,117	240,292	23,825	91%
353	347301	CHRGS FOR SRV-CULT	-	605	(605)		-	11,625	(11,625)	
353	347530	EQUESTRIAN CENTER	180,000	168,978	11,022	94%	200,000	180,320	19,680	90%
353	361001	INTEREST	-	934,541	(934,541)		-	813,100	(813,100)	
353	361008	INTEREST UNREALIZE	-	254,310	(254,310)		-	248,866	(248,866)	
353	364002	SALE OF EQUIPMENT	5,800	8,595	(2,795)	148%	-	-	-	
353	364004	OTHER LAND SALES	-	4,278,765	(4,278,765)		-	-	-	
353	369001	MISCELLANEOUS REVE	-	834	(834)		-	165	(165)	

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
353	369401	REIMBURSEMENTS	3,200,000	18,260	3,181,740	1%	725,000	-	725,000	0%
353	389901	ESTIMATED FUND BAL	46,751,583	-	46,751,583	0%	25,662,753	-	25,662,753	0%
353	389905	LESS 5% ANTICIPATE	(2,111,205)	-	(2,111,205)	0%	(2,091,391)	-	(2,091,391)	0%
353 Total			93,907,895	48,056,814	45,851,081		66,699,547	49,634,474	17,065,073	
401	343402	PERMIT APPLICATION	4,000	3,600	400	90%	3,500	3,750	(250)	107%
401	343404	DUMPING FEES-PENSA	80,000	266,054	(186,054)	333%	65,000	140,071	(75,071)	215%
401	343405	DUMPING FEES-FRAN	6,800,000	7,346,268	(546,268)	108%	6,750,000	6,996,472	(246,472)	104%
401	343406	DUMPING FEES-MISC	600,000	1,423,364	(823,364)	237%	375,000	1,143,121	(768,121)	305%
401	343407	DUMPING FEES-INDIV	875,000	1,790,023	(915,023)	205%	750,000	1,400,157	(650,157)	187%
401	343408	SEPTIC TANK FEES	6	-	6	0%	-	-	-	
401	343409	SALE OF RECYCLABLE	25,000	32,520	(7,520)	130%	20,000	50,191	(30,191)	251%
401	343413	LEASE ADVERTISING	6,068	6,067	1	100%	6,068	6,070	(2)	100%
401	343417	TIP-TRANFR STATION	5,750,000	6,126,184	(376,184)	107%	5,355,000	6,216,140	(861,140)	116%
401	361008	INTEREST UNREALIZE	-	211,772	(211,772)		-	322,298	(322,298)	
401	361050	INTEREST O&M	300,000	751,445	(451,445)	250%	225,000	885,792	(660,792)	394%
401	362003	RENTS AND LEASES	-	100	(100)		-	100	(100)	
401	364001	WRITE-OFF/BK VALUE	-	(968,496)	968,496		-	(41)	41	
401	364002	SALE OF EQUIPMENT	-	189,897	(189,897)		-	-	-	
401	369001	MISCELLANEOUS REVE	-	2,521	(2,521)		-	155	(155)	
401	369004	PRIOR YEAR REFUND	-	111,942	(111,942)		-	118,895	(118,895)	
401	369008	INSURANCE PROCEEDS	-	2,853	(2,853)		-	14,796	(14,796)	
401	369303	LITIGATION SETTLEM	-	-	-		-	75,520	(75,520)	
401	389901	ESTIMATED FUND BAL	31,825,911	-	31,825,911	0%	27,723,469	-	27,723,469	0%
401	389951	DEPRECIATION	3,680,000	-	3,680,000	0%	3,680,000	-	3,680,000	0%
401 Total			49,945,985	17,296,115	32,649,870		44,953,037	17,373,487	27,579,550	
406	322001	BUILDING PERMIT FE	881,712	1,099,043	(217,331)	125%	655,000	844,173	(189,173)	129%
406	322002	SIGN PERMIT FEES	10,000	17,628	(7,628)	176%	10,000	17,156	(7,156)	172%
406	322004	MECHANICAL PERMIT	226,078	270,758	(44,680)	120%	180,000	230,922	(50,922)	128%
406	322006	PLAN REVIEW FEES	300,000	417,832	(117,832)	139%	280,000	314,011	(34,011)	112%
406	322007	ELECTRICAL PERMIT	334,132	452,047	(117,915)	135%	250,000	289,914	(39,914)	116%
406	322008	PLUMBING PERMIT FE	286,805	337,350	(50,545)	118%	230,000	253,358	(23,358)	110%
406	322009	GAS PERMIT FEES	57,383	59,067	(1,684)	103%	40,000	50,971	(10,971)	127%
406	322011	SETBACK PERMIT FEE	13,000	22,699	(9,699)	175%	12,000	18,333	(6,333)	153%
406	322012	PERMIT APPLIC PROC	600,000	910,050	(310,050)	152%	525,000	693,323	(168,323)	132%
406	341902	BUILDING PERMIT CO	5,000	11,226	(6,226)	225%	4,000	12,797	(8,797)	320%
406	341907	$5 CONST TECH FEES	105,000	151,435	(46,435)	144%	95,000	128,729	(33,729)	136%
406	351015	FINES - COMPETENCY	5,000	-	5,000	0%	1,000	10,315	(9,315)	1031%
406	359029	UNLIC/UNPERM CONTR	4,000	-	4,000	0%	20,000	-	20,000	0%
406	361001	INTEREST	20,000	85,538	(65,538)	428%	20,000	95,018	(75,018)	475%
406	361008	INTEREST UNREALIZE	-	23,575	(23,575)		-	33,827	(33,827)	
406	367001	CONSTR IND RENEW-A	50,000	53,600	(3,600)	107%	65,000	56,150	8,850	86%
406	367002	INACTIVE CONSTR IN	2,000	3,875	(1,875)	194%	2,000	3,063	(1,063)	153%
406	367003	EXAMS	10,000	19,674	(9,674)	197%	8,000	26,666	(18,666)	333%
406	367004	COTR CERT FEES	10,000	11,200	(1,200)	112%	6,000	16,600	(10,600)	277%
406	367005	CHANGE IN CATEGORY	500	150	350	30%	1,000	650	350	65%
406	369001	MISCELLANEOUS REVE	53,000	92,904	(39,904)	175%	53,000	63,248	(10,248)	119%
406	369004	PRIOR YEAR REFUND	-	997	(997)		-	-	-	

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
406	369016	BLDGPERMITSURCHARG	9,000	12,390	(3,390)	138%	8,000	9,395	(1,395)	117%
406	389901	ESTIMATED FUND BAL	4,374,331	-	4,374,331	0%	3,697,936	-	3,697,936	0%
406	389951	DEPRECIATION	12,044	-	12,044	0%	12,044	-	12,044	0%
406 Total			7,368,985	4,053,039	3,315,946		6,174,980	3,168,619	3,006,361	
408	331295	EMS CARES ACT	395,998	395,998	(0)	100%	-	-	-	
408	334253	STATE DCA/FEMA	-	13,430	(13,430)		-	54,120	(54,120)	
408	342601	EMS INDIGENT FUND	(99,665)	(171,448)	71,783	172%	(90,000)	(136,288)	46,288	151%
408	342602	CONTRACTUAL ADJUST	(9,706,100)	(9,767,546)	61,446	101%	(10,750,000)	(9,114,882)	(1,635,118)	85%
408	342603	MISC REVENUE CHARG	-	-	-		-	(4)	4	
408	342605	ESC CTY ALABAMA LE	56,276	-	56,276	0%	96,306	-	96,306	0%
408	342606	ALS EMERGENCY BASE	21,500,000	23,789,575	(2,289,575)	111%	21,000,000	23,111,785	(2,111,785)	110%
408	342607	ALS TRANS BASE RAT	700,000	975,875	(275,875)	139%	400,000	937,825	(537,825)	234%
408	342608	MILEAGE	2,600,000	3,703,839	(1,103,839)	142%	2,700,000	3,548,024	(848,024)	131%
408	342609	OXYGEN	475,000	412,300	62,700	87%	510,000	439,300	70,700	86%
408	342612	STANDBY EVENT	120,000	70,921	49,079	59%	100,000	145,276	(45,276)	145%
408	342613	CANCELLATION	94,000	232,950	(138,950)	248%	150,000	137,050	12,950	91%
408	342617	SPINAL IMMOBILIZAT	135,000	148,080	(13,080)	110%	110,000	155,460	(45,460)	141%
408	342618	EXTRICATION	6	-	6	0%	-	-	-	
408	342619	AIRWAY MANAGEMENT	20,000	31,070	(11,070)	155%	55,000	30,485	24,515	55%
408	342621	EKG MONITOR	1,500,000	1,336,080	163,920	89%	1,485,000	1,561,980	(76,980)	105%
408	342622	IV AND DRUG ADM	900,000	790,900	109,100	88%	925,000	992,150	(67,150)	107%
408	361001	INTEREST	-	61,672	(61,672)		-	42,982	(42,982)	
408	361002	INTEREST-OTHER THA	-	2,300	(2,300)		-	1,168	(1,168)	
408	361008	INTEREST UNREALIZE	-	15,876	(15,876)		-	24,292	(24,292)	
408	364001	WRITE-OFF/BK VALUE	-	(19,153)	19,153		-	-	-	
408	364002	SALE OF EQUIPMENT	-	-	-		-	1,400	(1,400)	
408	366001	CONTR FROM PRIVATE	-	200	(200)		-	-	-	
408	369001	MISCELLANEOUS REVE	-	6,658	(6,658)		-	5,124	(5,124)	
408	369008	INSURANCE PROCEEDS	-	24,687	(24,687)		-	5,578	(5,578)	
408	369030	RESEARCH & RECORD	10,000	7,619	2,381	76%	10,000	12,500	(2,500)	125%
408	369401	REIMBURSEMENTS	-	12,388	(12,388)		-	-	-	
408	369419	CPR TRAINING	-	840	(840)		-	1,425	(1,425)	
408	369998	MR-RECOVERY OF BAD	85,000	124,237	(39,237)	146%	95,000	246,174	(151,174)	259%
408	381110	TRANSFER FROM 110	3	-	3	0%	-	-	-	
408	389403	CAPITAL CONTRIBUTI	-	482,552	(482,552)		-	153,849	(153,849)	
408	389901	ESTIMATED FUND BAL	9,721,711	-	9,721,711	0%	11,132,088	-	11,132,088	0%
408	389951	DEPRECIATION	1,200,000	-	1,200,000	0%	1,200,000	-	1,200,000	0%
408 Total			29,707,229	22,681,901	7,025,328		29,128,394	22,356,773	6,771,621	
409	347501	ADVERTISING-SIGNAG	187,900	110,380	77,520	59%	200,000	135,899	64,101	68%
409	347503	PARKING	608,038	94,651	513,387	16%	665,203	244,418	420,785	37%
409	347504	SALARIES RECOVERAB	676,434	499,366	177,068	74%	627,511	929,025	(301,514)	148%
409	347506	BOX OFFICE RECOVER	552,113	467,761	84,352	85%	498,207	723,032	(224,825)	145%
409	347507	NOVELTIES	228,298	61,198	167,100	27%	236,183	75,043	161,140	32%
409	347508	ADVERTISING/AGENCY	154,449	76,366	78,083	49%	175,977	80,938	95,039	46%
409	347510	CONCESSIONS	1,627,079	1,064,578	562,501	65%	1,475,555	1,959,305	(483,750)	133%
409	347511	CATERING	340,010	215,736	124,274	63%	261,062	426,707	(165,645)	163%
409	347512	PUBLIC SKATING REV	242,245	209,386	32,859	86%	215,241	229,174	(13,933)	106%

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
409	347514	FACILITY FEE	-	194,764	(194,764)		-	325,841	(325,841)	
409	347516	OTHER RECOVERABLE	45,464	-	45,464	0%	40,904	-	40,904	0%
409	347517	CREDIT CARD RECOVE	44,208	-	44,208	0%	36,559	-	36,559	0%
409	361001	INTEREST	-	12,270	(12,270)		-	8,809	(8,809)	
409	361008	INTEREST UNREALIZE	-	3,534	(3,534)		-	2,292	(2,292)	
409	362002	BUILDING RENT	672,104	150,687	521,417	22%	670,231	186,678	483,553	28%
409	362004	MEETING ROOM RENT	48,732	23,085	25,647	47%	51,853	40,729	11,124	79%
409	362005	EQUIPMENT RENTAL	132,744	57,305	75,439	43%	124,002	132,400	(8,398)	107%
409	369001	MISCELLANEOUS REVE	10,000	6,546	3,454	65%	10,000	25,115	(15,115)	251%
409	381108	TRANSFER FROM 108	1,713,190	1,713,190	-	100%	1,700,000	1,700,000	-	100%
409	389403	CAPITAL CONTRIBUTI	29,680	892,405	(862,725)	3007%	29,680	97,294	(67,614)	328%
409	389901	ESTIMATED FUND BAL	1,274,333	-	1,274,333	0%	884,554	-	884,554	0%
409	389990	AMORTIZATION	1,310,000	-	1,310,000	0%	1,310,000	-	1,310,000	0%
409 Total			9,897,021	5,853,209	4,043,812		9,212,722	7,322,699	1,890,023	
501	341202	ISFF-LIFE AD&D	410,000	305,608	104,392	75%	400,000	335,008	64,992	84%
501	341203	ISFF-RETIREE CONTR	1,330,000	1,294,228	35,772	97%	1,275,000	1,317,266	(42,266)	103%
501	341204	ISFF-COBRA	57,000	665	56,335	1%	40,000	21,698	18,302	54%
501	341205	ISFF-DEPENDENT GR	3,600,000	3,538,090	61,910	98%	3,550,000	3,515,583	34,417	99%
501	341206	ISFF-EMPLOYEE GR H	22,306,296	21,012,609	1,293,687	94%	20,023,371	19,339,645	683,726	97%
501	341207	ISFF-EMPLOYEE BENE	376,750	391,360	(14,610)	104%	360,062	386,963	(26,901)	107%
501	341209	ISFF-BCC WORKER CO	2,339,388	2,334,102	5,286	100%	2,729,961	2,726,638	3,323	100%
501	341210	ISFF-CONST OF WORK	65,000	53,853	11,147	83%	8,610	57,990	(49,380)	674%
501	341211	DENTAL CONTRIBUTIO	1,150,000	1,060,750	89,250	92%	1,150,000	1,069,987	80,013	93%
501	341212	ISFF-PMT-FUND 104	352,355	352,355	-	100%	296,103	296,103	-	100%
501	341213	ISFF-PMT-FUND 114	27,813	27,813	-	100%	25,835	25,835	-	100%
501	341214	ISFF-PMT-FUND 175	497,879	497,879	-	100%	457,889	457,889	-	100%
501	341215	ISFF-PAY-ELECTED O	31,140	27,431	3,709	88%	23,922	24,822	(900)	104%
501	341217	ISFF-PMT-FUND 001	2,158,720	2,158,720	-	100%	2,020,166	2,020,166	-	100%
501	341219	ISFF-PMT-FUND 409	143,043	140,789	2,254	98%	142,961	119,165	23,796	83%
501	341221	ISFF-PMT-FUND 408	171,244	171,244	-	100%	168,341	168,341	-	100%
501	341223	ISFF-PMT-FUND 401	364,897	364,897	-	100%	314,786	314,786	-	100%
501	341224	ISFF-PMT-FUND 406	8,908	8,908	-	100%	8,205	8,205	-	100%
501	341228	ISFF-PMT-FUND 167	60,000	61,747	(1,747)	103%	55,000	56,695	(1,695)	103%
501	341235	ISFF-PMT-FUND 151	1,119	1,119	-	100%	1,030	1,030	-	100%
501	341236	ISFF-PMT-FUND 103	9,829	9,829	-	100%	8,283	8,283	-	100%
501	341237	ISFF-PMT-FUND 143	13,644	13,644	-	100%	12,794	12,794	-	100%
501	341238	ISFF-PMT-FUND 115	500	500	-	100%	400	400	-	100%
501	341239	ISFF-PMT-FUND 108	1,198	1,198	-	100%	1,103	1,103	-	100%
501	341240	BC/BS HEALTH GRANT	293,945	50,000	243,945	17%	509,389	50,000	459,389	10%
501	341241	HEALTH CLINIC USER	8,080	6,898	1,182	85%	8,208	7,932	276	97%
501	341242	ISFF-RETIREE DENTA	175,103	188,576	(13,473)	108%	-	187,024	(187,024)	
501	341243	ISFF-PMT-FUND 113	7,824	7,824	-	100%	4,141	4,141	-	100%
501	341244	ISFF-PMT-FUND 101	417	417	-	100%	384	384	-	100%
501	341245	BC/BS REBATE	703,000	982,506	(279,506)	140%	-	763,360	(763,360)	
501	341246	ISFF-PMT-FUND 120	-	300	(300)		-	276	(276)	
501	341247	ISFF-PMT-FUND 129	-	-	-		-	276	(276)	
501	341248	ISFF-PMT-FUND 111	5,686	5,686	-	100%	5,287	5,287	-	100%

Revenue Comparison by Account
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
FUND	ACCOUNT	TITLE	FY20 Budget	FY20 Revenues @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
501	341249	ISFF-PMT-FUND 129	600	300	300	50%	552	-	552	0%
501	341250	ISFF-PMT-FUND 353	13,839	13,839	-	100%	2,965	2,965	-	100%
501	341251	LTD DEDUCTIONS	89,248	80,613	8,635	90%	65,000	61,498	3,502	95%
501	341252	EMPLOYEE VISION DE	126,134	120,847	5,287	96%	90,000	93,580	(3,580)	104%
501	341253	RETIREE VISION PAY	-	7,776	(7,776)		5,000	5,718	(718)	114%
501	341254	ISFF-PMT-FUND 116	-	1,631	(1,631)		-	-	-	
501	349902	FUEL DISTRIBUTION	6,802,392	3,246,651	3,555,741	48%	6,798,582	3,938,797	2,859,785	58%
501	359025	CIVIL RESTITUTION	-	2,164	(2,164)		-	234	(234)	
501	361001	INTEREST	85,000	218,825	(133,825)	257%	137,000	322,290	(185,290)	235%
501	361008	INTEREST UNREALIZE	-	67,419	(67,419)		-	119,288	(119,288)	
501	369001	MISCELLANEOUS REVE	-	2,399	(2,399)		-	1,878	(1,878)	
501	369008	INSURANCE PROCEEDS	-	49,669	(49,669)		-	27,484	(27,484)	
501	369046	DCAT-REIMBURSEMENT	262,188	267,264	(5,076)	102%	254,885	271,948	(17,063)	107%
501	369421	REIMBRSMNT - FF PH	36,200	23,850	12,350	66%	20,461	20,250	211	99%
501	389901	ESTIMATED FUND BAL	1,973,197	-	1,973,197	0%	1,525,145	-	1,525,145	0%
501	389951	DEPRECIATION	67,752	-	67,752	0%	75,000	-	75,000	0%
501 Total			46,127,328	39,174,790	6,952,539		42,575,821	38,171,005	4,404,816	
			$ 853,070,541	**$ 474,312,495**	**$ 378,758,046**	**56%**	**$ 884,175,923**	**$ 525,361,877**	**$ 358,814,047**	**59%**

Expenditure Comparison by Fund

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

		FISCAL YEAR 2020				FISCAL YEAR 2019			
Fund Number	County Fund Name	FY20 Budget	FY20 Expenditures @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
001	GENERAL FUND	$ 236,679,760	$ 191,787,610	$ 44,892,150	81%	$ 225,898,554	$ 189,886,444	$ 36,012,109	84%
101	ESCAMBIA CTY RESTR	2,423,062	616,545	1,806,517	25%	2,313,423	616,246	1,697,176	27%
102	ECONOMIC DEVELOPME	400,276	6,962	393,315	2%	392,036	55,000	337,036	14%
103	CODE ENFORCEMENT F	3,315,738	2,190,162	1,125,576	66%	3,162,184	2,487,022	675,162	79%
104	MASS TRANSIT	26,173,628	12,088,579	14,085,049	46%	15,359,957	12,892,568	2,467,389	84%
106	M AND A STATE I FU	70,461	29,236	41,225	41%	76,083	42,133	33,950	55%
108	TOURIST PROMOTION	15,286,218	8,958,444	6,327,775	59%	13,881,609	11,503,009	2,378,600	83%
110	OTHER GRANTS & PRO	5,164,628	1,665,791	3,498,838	32%	4,417,953	1,374,220	3,043,733	31%
111	DETENTION/JAIL COM	4,999,445	1,262,356	3,737,089	25%	4,388,262	1,633,282	2,754,980	37%
112	DISASTER RECOVERY	1,923,642	4,818,184	(2,894,542)	250%	1,515,646	526,920	988,726	35%
113	LIBRARY FUND	10,178,868	5,534,277	4,644,591	54%	9,608,765	6,344,060	3,264,705	66%
114	MISDEMEANOR PROBAT	2,091,507	1,848,519	242,988	88%	2,172,470	2,007,632	164,838	92%
115	ARTICLE V FUND	7,583,725	3,949,445	3,634,280	52%	7,873,280	4,341,887	3,531,393	55%
116	DEVELOPMENT REVIEW	1,894,988	985,448	909,540	52%	2,081,512	1,100,956	980,556	53%
117	PERDIDO KEY BEACH	1,010,867	88,125	922,742	9%	857,683	63,075	794,608	7%
118	GULF COAST RESTORA	20,474,657	1,154,095	19,320,562	6%	21,146,303	3,538,362	17,607,940	17%
119	COVID ESCAMBIA FUN	28,764,192	2,762,198	26,001,994	10%	-	-	-	0%
120	S.H.I.P	3,142,522	1,517,214	1,625,308	48%	3,323,858	1,628,981	1,694,877	49%
121	LAW ENFORCEMENT TR	379,900	349,900	30,000	92%	436,625	401,700	34,925	92%
124	ESC AFFORDABLE HOU	1,764,430	38,590	1,725,840	2%	1,663,567	20,621	1,642,947	1%
129	CDBG HUD ENTITLEME	4,815,361	1,016,714	3,798,646	21%	3,958,814	1,590,828	2,367,987	40%
130	HANDICAPPED PARKIN	285,677	15,203	270,474	5%	303,836	36,455	267,381	12%
131	FAMILY MEDIATION F	96,608	1,009	95,599	1%	96,517	3,108	93,409	3%
143	FIRE PROTECTION FU	18,642,693	18,063,564	579,129	97%	18,371,447	17,735,640	635,807	97%
145	E-911 OPERATIONS F	2,051,504	1,352,934	698,570	66%	1,997,859	1,393,974	603,885	70%
146	HUD-CDBG HOUSING R	203,596	14,787	188,809	7%	157,610	7,089	150,521	4%
147	HUD - HOME FUND	4,956,780	338,665	4,618,115	7%	4,350,774	333,993	4,016,781	8%
151	COMMUNITY REDEVELO	6,799,234	2,326,557	4,472,676	34%	5,759,769	2,114,838	3,644,931	37%
167	BOB SIKES TOLL FAC	13,675,426	5,307,652	8,367,774	39%	14,025,569	3,271,900	10,753,669	23%
175	TRANSPORTATION TRU	28,103,514	24,617,196	3,486,318	88%	26,933,139	24,597,461	2,335,678	91%
177	MSBU ASSESSMENT PR	7,848,004	3,596,193	4,251,811	46%	7,770,417	1,069,057	6,701,360	14%
181	MASTER DRAINAGE BA	844,319	40,253	804,066	5%	775,148	107,449	667,699	14%
203	DEBT SERVICE	13,285,609	13,273,685	11,924	100%	61,717,382	61,468,160	249,222	100%
311	SERIES 2017 PROJEC	69,048,606	54,793,850	14,254,756	79%	126,865,553	59,628,057	67,237,496	47%
320	FTA-CAPITAL PROJEC	3,339,517	254,396	3,085,121	8%	3,152,094	368,455	2,783,639	12%
352	LOST III	68,397,136	14,324,172	54,072,964	21%	88,625,725	26,739,612	61,886,113	30%
353	LOST IV	93,907,895	34,433,023	59,474,873	37%	66,699,547	28,545,643	38,153,903	43%
401	SOLID WASTE FUND	49,945,985	12,691,621	37,254,364	25%	44,953,037	12,100,700	32,852,337	27%
406	INSPECTION FUND	7,368,985	2,621,012	4,747,973	36%	6,174,980	2,618,875	3,556,105	42%
408	EMERGENCY MEDICAL	29,707,229	14,998,513	14,708,716	50%	29,128,394	18,007,776	11,120,618	62%
409	BAY CENTER FUND	9,897,021	7,073,459	2,823,562	71%	9,212,722	7,562,217	1,650,505	82%
501	INTERNAL SERVICE F	46,127,328	36,313,569	9,813,759	79%	42,575,821	38,279,640	4,296,181	90%
		$ 853,070,541	**$ 489,119,705**	**$ 363,950,836**	**57%**	**$ 884,175,923**	**$ 548,045,045**	**$ 336,130,878**	**62%**
	CURRENT ENCUMBRANCES:		21,174,453						
			$ 510,294,158		**60%**				

Expenditure Comparison by Cost Center

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
11	110101	ADMINISTRATION	2262203	1506617.75	$ 755,585	67%	$ 2,135,296	$ 1,541,360	$ 593,936	72%
11	110102	LOST IV DISCRETION	13014021	367408.56	12,646,612	3%	3,458,890	-	3,458,890	0%
11	110181	FAMILY CARES EFA	9580331	0	9,580,331	0%	-	-	-	
11	110182	BUSINESS CARES	7580331	103000	7,477,331	1%	-	-	-	
11	110183	RAPID TESTING	1250000	0	1,250,000	0%	-	-	-	
11	110184	ESCAMBIA SERVES	3500000	0	3,500,000	0%	-	-	-	
11	110185	PUBLIC HEALTH & SA	3500000	2374253.5	1,125,747	68%	-	-	-	
11	110186	GENERAL GOVT-CARES	2000000	254368.58	1,745,631	13%	-	-	-	
11	110187	FEMA MATCH CARES	378530	0	378,530	0%	-	-	-	
11	110188	CARES OPS & OVERSI	125000	30576.23	94,424	24%	-	-	-	
11	110189	CARES REPLINISHMEN	850000	0	850,000	0%	-	-	-	
11	110201	ADMINISTRATION	51219527	18062102.62	33,157,424	35%	44,436,243	16,186,880	28,249,363	36%
11	110210	IIDC OPERATING	479576	172417.94	307,158	36%	564,161	174,150	390,011	31%
11	110211	IIDC WATER & SEWER	337189.47	22140	315,049	7%	439,039	101,850	337,189	23%
11	110215	NON-DEPT. - TRANSF	18705683	15713073	2,992,610	84%	16,532,762	13,704,914	2,827,848	83%
11	110219	NON-DEPT INT RESER	64652	0	64,652	0%	24,243	-	24,243	0%
11	110237	SALES TAX BONDS	3105150	3104149.5	1,001	100%	27,497,789	27,286,051	-	99%
11	110242	SALES TAX BOND 201	4198000	4197200	800	100%	4,198,000	4,197,000	1,000	100%
11	110248	TOURIST DEVELOP BO	0	0	-		1,290,732	1,290,307	425	100%
11	110249	CAPITAL IMP BONDS-	0	0	-		14,038,247	14,038,246	1	100%
11	110250	CAPITAL IMPR NOTE-	0	0	-		8,620,549	8,620,549	0	100%
11	110254	FL INST MACH HMN C	0	1012500	(1,012,500)	100%	-	910,899	(910,899)	
11	110259	CAPITAL IMPR NOTE-	1285459	1284958.5	501	100%	1,282,556	1,282,056	501	100%
11	110260	CAPITAL IMPR BOND-	4697000	4687377.13	9,623	100%	4,789,509	4,753,951	35,558	99%
11	110263	NON-DEPT GRANT RES	278722	0	278,722	0%	26,558	-	26,558	0%
11	110265	PERDIDO KEY PUB IM	19897	0	19,897	0%	5,337	-	5,337	0%
11	110267	PUBLIC FAC & PROJ	12363792	4039930.36	8,323,862	33%	10,955,571	1,792,955	9,162,616	16%
11	110272	SRIA BEACH RENOURI	0	1284958.56	(1,284,959)	100%	-	1,282,056	(1,282,056)	
11	110273	LOST ECONOMIC DEVE	371979	0	371,979	0%	2,743,399	2,371,420	371,979	86%
11	110274	PCOLA BCH RESTROOM	600692.72	-59084	659,777	-10%	671,131	70,437	600,694	10%
11	110275	SRIA	4640	0	4,640	0%	4,640	-	4,640	0%
11	110276	PUBLIC FAC & PROJ	16063166	5899660	10,163,506	37%	12,849,483	4,168,970	8,680,513	32%
11	110277	LOST ECONOMIC DEVE	2438702	2107663.25	331,039	86%	1,252,655	1,089,869	162,786	87%
11	110302	EXECUTIVE SUPPORT	665996	664439.84	1,556	100%	642,934	521,766	121,168	81%
11	110304	COMPLIANCE & ETHIC	355725	124623.09	231,102	35%	-	-	-	
11	110501	OPERATIONS	9234982	4945605.77	4,289,376	54%	8,751,781	5,671,527	3,080,254	65%
11	110502	MAINTENANCE	393893	312137.18	81,756	79%	377,158	362,590	14,568	96%
11	110503	INFORMATION SYSTEM	465897	250803.52	215,093	54%	404,657	287,113	117,544	71%
11	110504	LIBRARY DONATIONS	25533	25331.61	201	99%	23,778	-	23,778	0%
11	110507	MUSEUM ON MAIN STR	0	0	-		3	3	0	99%
11	110508	PLAN INNOVATION GR	1	1	-	100%	3	2	1	63%
11	110509	FRIENDS LIBRARY DO	58562	398.11	58,164	1%	51,386	22,825	28,561	44%
11	110601	ADMINISTRATION	1597057	1593393.75	3,663	100%	1,674,290	1,650,205	24,085	99%
12	120101	ASST COUNTY ADMINI	186038	175147.19	10,891	94%	165,982	152,189	13,793	92%
13	130101	ADMINISTRATION	233666	167368.62	66,297	72%	336,600	301,682	34,918	90%
14	140201	OMB-ADMIN	839967	762291.67	77,675	91%	751,728	736,974	14,754	98%
14	140301	BOB SIKES TOLL-ADM	944369	793351.27	151,018	84%	831,449	832,972	(1,523)	100%
14	140302	BOB SIKES TOLL-OPE	11382057.19	3165300.78	8,216,756	28%	11,875,119	1,089,746	10,785,373	9%
14	140304	BOB SIKES TOLL-TRA	1349000	1349000	-	100%	1,319,001	1,349,183	(30,182)	102%

Expenditure Comparison by Cost Center

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
14	140550	MAGNOLIA LAKES STR	16258	15510.99	747	95%	15,950	15,293	657	96%
14	140551	MSBU-MCARTHUR LANE	1342	1297.56	44	97%	1,342	1,252	90	93%
14	140552	SUGAR CREEK STR LI	1661	1613.86	47	97%	1,661	1,509	152	91%
14	140555	MSBU-WHISPER WAY S	4730	4088.55	641	86%	4,356	3,927	429	90%
14	140556	MSBU MAYFAIR STREE	58300	56014.58	2,285	96%	55,000	52,091	2,909	95%
14	140557	MSBU TWIN OAKS STR	8250	7219.95	1,030	88%	8,250	7,227	1,023	88%
14	140558	MSBU MIRABELLE STR	11443	10688.75	754	93%	11,443	10,205	1,238	89%
14	140559	MSBU BAUER ESTATES	495	452.73	42	91%	495	433	62	88%
14	140560	MSBU CARRAIGE HILL	11720	11287.96	432	96%	9,460	9,117	343	96%
14	140561	MSBU LAS BRISAS ST	15180	14208.75	971	94%	15,180	13,216	1,964	87%
14	140562	MSBU OSCEOLA STREE	18370	17175.15	1,195	93%	18,370	15,863	2,507	86%
14	140563	MSBU PERDIDO BAY S	14960	12722.94	2,237	85%	14,960	12,586	2,374	84%
14	140564	MSBU TARKLIN BAYOU	3036	2586.34	450	85%	3,036	2,860	176	94%
14	140565	MSBU WOODRIDGE MAN	3300	2768.71	531	84%	3,300	2,771	529	84%
14	140566	MSBU ALLY SHEEBA S	1540	1269.74	270	82%	1,408	1,193	215	85%
14	140567	MSBU ROSEWOOD EST	2750	2555.74	194	93%	2,750	2,369	381	86%
14	140568	MSBU CORAL CREEK S	14630	13599.37	1,031	93%	14,852	14,850	2	100%
14	140569	MSBU CRESCENT LAKE	29040	28312.92	727	97%	29,040	26,171	2,869	90%
14	140570	MSBU EMERALD SHORE	29502	25792.11	3,710	87%	29,810	20,346	9,464	68%
14	140571	MSBU EMERALD SHORE	46200	38213.37	7,987	83%	43,560	40,116	3,444	92%
14	140572	ROAD ASSESSMENT PR	396616	0	396,616	0%	209,649	-	209,649	0%
14	140574	MSBU WESTERNMARK S	2860	1668.83	1,191	58%	2,860	1,523	1,337	53%
14	140575	MSBU LAKE ESTELLE	7348	7228.31	120	98%	7,348	6,822	526	93%
14	140576	MSBU BROOKHOLLOW S	1683	1502.57	180	89%	1,683	1,389	294	83%
14	140577	MSBU TARKILN OAKS	2310	2031.1	279	88%	2,310	2,122	188	92%
14	140578	MSBU RIDGEFIELD ST	8360	8001.38	359	96%	7,920	7,308	612	92%
14	140579	MSBU SCENIC HILLS	11272	10876.87	395	96%	11,272	10,093	1,179	90%
14	140580	MSBU BOULDER CREEK	1353	1303.74	49	96%	1,353	1,266	87	94%
14	140581	MSBU BAYWOODS STRE	2189	2074.62	114	95%	2,189	2,007	182	92%
14	140583	MSBU CROWNE POINT	16720	16093.09	627	96%	16,335	15,526	809	95%
14	140584	MSBU BROOKSIDE HIL	12320	11571.04	749	94%	11,660	11,366	294	97%
14	140585	MSBU W. ROBERTS ST	9101	8460.25	641	93%	9,101	8,372	729	92%
14	140586	MSBU S GULF MANOR	6181	5685.24	496	92%	6,181	5,370	811	87%
14	140587	MSBU MAJESTIC OAKS	3553	2685.98	867	76%	2,474	2,392	82	97%
14	140588	MSBU BELLE CHASSE	1669	1629.29	40	98%	1,669	1,577	92	94%
14	140589	MSBU GLENMOOR TRAI	4457	4041.17	416	91%	4,457	3,873	584	87%
14	140590	MSBU BELLE MEADOW	8250	7873.32	377	95%	8,061	7,616	445	94%
14	140591	MSBU CADERWOOD CT	1137	1090.86	46	96%	1,137	1,053	84	93%
14	140592	MSBU CARONDELAY ST	1925	1713.25	212	89%	1,925	1,794	131	93%
14	140593	MSBU HANLEY DOWNS	4400	4264.34	136	97%	4,400	4,111	289	93%
14	140594	MSBU HIDDEN LAKES	5782	5063.97	718	88%	5,782	5,299	483	92%
14	140595	MSBU TURNER'S MEAD	2373	2185.82	187	92%	2,373	2,049	324	86%
14	140596	KINGS RIDGE STREET	2373	2228.85	144	94%	2,373	2,311	62	97%
14	140597	CORAL CREEK II STR	1650	1404.05	246	85%	1,566	1,399	167	89%
14	140598	GLENMOOR TRAIL, PH	2365	2375.36	(10)	100%	2,418	2,282	136	94%
14	140599	RIVER GARDENS STR	5634	5488.48	146	97%	5,634	5,099	535	91%
14	140600	FOREST CREEK STREE	8066	7849.9	216	97%	8,066	7,599	467	94%
14	140701	OFFICE OF PURCHASI	638161	511108.71	127,052	80%	516,366	486,833	29,533	94%
14	140833	RISK MANAGEMENT AD	474867	469149.54	5,717	99%	468,939	470,869	(1,930)	100%

Expenditure Comparison by Cost Center

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
14	140834	WORKERS COMPENSATI	1953432	1294800.4	658,632	66%	1,857,479	1,557,995	299,484	84%
14	140835	PROPERTY CASUALTY	3075064	2784292.61	290,771	91%	3,192,127	2,469,937	722,190	77%
14	140836	BUILDINGS	1169728.65	51216.84	1,118,512	4%	1,202,645	193,023	1,009,622	16%
14	140837	VEHICLES	428745	72442.08	356,303	17%	403,436	293,285	110,151	73%
14	140838	SAFETY&LOSS CONTRO	52161	38715.55	13,445	74%	48,416	44,074	4,342	91%
14	140902	MAGNOLIA LAKES UNI	4620	4246.67	373	92%	4,620	4,196	424	91%
14	140903	VIZCAYA STREET LIG	3190	2815.12	375	88%	3,190	2,716	474	85%
14	140904	BUSBEE PLANTATION	3684	3533.89	150	96%	3,684	3,429	255	93%
14	140905	ZIGLAR RIDGE STREE	3982	3895.18	87	98%	3,982	3,766	216	95%
14	140906	AMELIA PLACE STREE	4180	3984.14	196	95%	3,891	3,830	61	98%
14	140907	MARCUS POINTE VILL	8580	8113.65	466	95%	8,580	7,886	694	92%
14	140908	WESTFIELD STREET L	1542	1486.8	55	96%	1,542	1,442	100	94%
14	140909	BRIDGEWOODSTREET L	5688	5581.53	106	98%	5,688	5,384	304	95%
14	140910	MAPLE OAKS STREET	4510	4103.56	406	91%	4,510	3,958	552	88%
14	140911	TIFFANY STREET LIG	531	471.96	59	89%	531	457	74	86%
14	140912	JOHNSTONE STREET L	900	852.4	48	95%	900	822	78	91%
14	140913	SANDY CREEK STR. L	546	518.38	28	95%	546	486	60	89%
14	140914	TAHISCO GROVE ST L	2310	2127	183	92%	2,200	2,092	108	95%
14	140915	WOODBRIDGE STR LIG	4745	4557.23	188	96%	4,745	4,427	318	93%
14	140917	BAREFOOT ESTATES S	4008	3959.65	48	99%	4,008	3,764	244	94%
14	140918	HICKORY HILLS STR	1349	1263.25	86	94%	1,349	1,226	123	91%
14	140919	LAKES OF CARRINGTO	13093	11751.1	1,342	90%	10,303	10,024	279	97%
14	140920	GRAND CAYMAN PH II	1676	1522.24	154	91%	1,676	1,469	207	88%
14	140921	GRANDE OAKS ADD I	13420	12695.09	725	95%	12,918	12,498	420	97%
14	140922	FLORIDIAN PH I STR	6270	6038.43	232	96%	5,841	5,787	54	99%
14	140923	GLENWOOD STREET LI	3084	3008.37	76	98%	3,084	2,902	182	94%
14	140924	CYPRESS CREEK STRT	1438	1405.97	32	98%	1,438	1,361	77	95%
14	140925	PATRIOT PLACE STRE	946	1068.38	(122)	113%	1,117	1,041	76	93%
14	140926	FLORIDIAN PH II ST	2508	2240.58	267	89%	2,508	2,157	351	86%
14	140927	WOODLANDS STREET L	4171	3928.48	243	94%	4,171	3,680	491	88%
14	140929	ARBOR RIDGE STREET	5555	5397.11	158	97%	5,555	5,218	337	94%
14	140930	HIGHSPRINGS STREET	1186	1052.06	134	89%	1,186	1,014	172	85%
14	140931	GRANDE LAGOON STR	26620	25959.04	661	98%	26,620	25,077	1,543	94%
14	140932	OAK HILL ESTATES S	4984	4759.31	225	95%	4,984	4,583	401	92%
14	140933	GRANDECEDARS RESRV	4153	4469.94	(317)	108%	4,153	3,773	380	91%
14	140935	MILLVIEW ESTATES S	3499	3262.36	237	93%	3,499	3,096	403	88%
14	140936	TWIN PINES STREET	1705	1552.32	153	91%	1,705	1,508	197	88%
14	140937	BRISTOL CREEK PHAS	1658	1636.92	21	99%	1,658	1,584	74	96%
14	140938	SOUTHWOODS STREET	10450	10189.02	261	98%	15,653	10,580	5,073	68%
14	140939	LOGAN PLACE STREET	9900	8903.23	997	90%	12,210	9,045	3,165	74%
14	140940	TWIN SPIRES STREET	2860	2763.23	97	97%	2,662	2,589	73	97%
14	140941	BETMARK PLACE LIGH	2310	2077.79	232	90%	2,188	2,007	181	92%
14	140942	BILEK MANOR ST LIG	3080	2833.25	247	92%	2,893	2,717	176	94%
14	140943	MANCHESTER STREET	14517	14177.54	339	98%	11,767	11,628	139	99%
14	140944	HERON BAYOU STREET	6578	5875.48	703	89%	6,578	5,807	771	88%
14	140945	HERRINGTON PLACE L	6215	5846.14	369	94%	5,940	5,752	188	97%
14	140946	IRONHORSE STREET L	1980	1953.34	27	99%	2,135	1,753	382	82%
14	140947	BRISTOL CREEK PH 2	2255	2115.53	139	94%	2,156	2,038	118	95%
14	140948	WATERFORD PLACE ST	3190	2859.21	331	90%	3,190	2,830	360	89%

Expenditure Comparison by Cost Center

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
14	140949	GLENVIEW STREET LI	8690	8379.76	310	96%	8,690	8,289	401	95%
14	140950	TURNBERRY PLACE ST	2170	2098.29	72	97%	2,170	2,030	140	94%
14	140952	AIRWAY OAKS STREET	4510	4153.84	356	92%	4,290	3,989	301	93%
14	140953	CREEKWOOD STREET L	6050	5897.17	153	97%	5,903	5,697	206	97%
14	140954	HERITAGE OAKS-STRE	1494	1415.41	79	95%	1,494	1,370	124	92%
14	140955	MSBU-AUDREY PLANTA	2871	2812.21	59	98%	2,871	2,714	157	95%
14	140956	MSBU-SCENIC HILLS	3135	2979.34	156	95%	2,966	2,806	160	95%
14	140957	MSBU-WETHERBY COVE	3025	2859.14	166	95%	2,816	2,693	123	96%
14	140958	MSBU-DUNLEITH	4235	4416.19	(181)	104%	4,333	4,259	74	98%
14	140959	MSBU-WILLOW TREE	2684	2597.62	86	97%	2,684	2,506	178	93%
14	140960	MSBU-TWIN PINES II	2395	2200.48	195	92%	2,132	2,111	21	99%
14	140961	MSBU-HUNTINGTON	6097	6021.86	75	99%	13,155	12,672	483	96%
14	140962	MSBU-BAYWALK CIRCL	465	434.59	30	93%	465	419	46	90%
14	140963	MSBU-INNERAITY ISL	51786	478.4	51,308	1%	47,109	1,286	45,823	3%
14	140964	MSBU-BOULDER CREEK	3684	3626.48	58	98%	3,684	3,450	234	94%
14	140965	CARDINAL CREEK STR	3245	2676.14	569	82%	4,603	3,338	1,265	73%
14	140966	CLEAR CREEK STREET	3796	3513.19	283	93%	3,796	3,287	509	87%
14	140967	LOST CREEK STREET	3630	3279.78	350	90%	3,388	3,156	232	93%
14	140968	MADISON PLACE-MSBU	4226	4138.98	87	98%	4,226	3,995	231	95%
14	140969	OSPREY PLACE LIGHT	1305	1020.99	284	78%	1,305	1,066	239	82%
14	140970	MAPLE OAKS W PH2 L	4488	4301.01	187	96%	4,488	4,049	439	90%
14	140971	LILLIAN WOODS STR	16903	15343.8	1,559	91%	16,903	15,152	1,751	90%
14	140972	SUMMERFIELD STR LT	9653	5897.75	3,755	61%	4,430	4,408	22	100%
14	140973	PROVIDENCE MANOR S	2970	2794.33	176	94%	2,723	2,673	50	98%
14	140974	WEATHERSTONE STR L	3982	3572.07	410	90%	3,630	3,411	219	94%
14	140975	AUTUMN MEADOWS STR	4950	4474.85	475	90%	4,730	4,296	434	91%
14	140976	WEST RIDGE STREET	3740	3627.96	112	97%	3,572	3,497	75	98%
14	140977	INDIAN LAKE STREET	5610	5262.33	348	94%	5,280	4,894	386	93%
14	140978	CHASEFIELD LIGHTIN	2787	2625.59	161	94%	3,887	3,627	260	93%
14	140980	CANTERBURY WOODS	3465	3343.61	121	96%	3,465	3,080	385	89%
14	140981	LI FAIR	7260	6607.78	652	91%	6,930	6,343	587	92%
14	140982	PERDIDO ESTATES ST	3499	3186.02	313	91%	3,499	3,055	444	87%
14	140983	RIVER GARENS III L	6218	5897.52	320	95%	6,218	5,780	438	93%
14	140984	THOUSAND OAKS LIGH	1807	1604.1	203	89%	1,807	1,586	221	88%
14	140986	HIGHLANDS STREET L	2698	2412.3	286	89%	2,698	2,329	369	86%
14	140987	WINDSONG STREET LI	2200	2220.53	(21)	101%	2,420	1,893	527	78%
14	140988	CAMSHIRE STREET LI	3251	3088.75	162	95%	3,251	2,914	337	90%
14	140989	ROBINSON'S MILL LI	8800	8202.31	598	93%	8,250	7,976	274	97%
14	140990	COVENTRY ESTATES L	2385	2212.48	173	93%	2,385	2,136	249	90%
14	140991	HERITAGE WOODS LIG	4806	4515.14	291	94%	4,806	4,381	425	91%
14	140992	WOODSIDE ESTATES L	12595	12247.84	347	97%	12,595	11,893	702	94%
14	140993	SUNSET OAKS STREET	1386	1303.67	82	94%	1,386	1,275	111	92%
14	140994	BAY MEADOWS STREET	8360	7482.68	877	90%	8,360	7,569	791	91%
14	140995	DEERFIELD STREET L	3559	3459.71	99	97%	3,559	3,322	237	93%
14	140996	PROVIDENCE MANOR I	3850	3788.83	61	98%	3,584	3,410	174	95%
14	140997	MILLVIEW ESTATES I	1747	1638.24	109	94%	1,747	1,564	183	90%
14	140999	DEERFIELD SEWAGE I	34494	5286.1	29,208	15%	34,494	7,622	26,872	22%
14	141002	MCDONALD PROPERTY	100000	14076.01	85,924	14%	125,000	15,572	109,428	12%
14	142000	WILDE LAKES EST. L	1359	1280.9	78	94%	1,359	1,183	176	87%

Expenditure Comparison by Cost Center

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
14	142001	LEGACY OAKS STREET	7205	6973.39	232	97%	7,205	6,168	1,037	86%
14	142002	LINCOLN PARK LIGHT	42900	39840.8	3,059	93%	41,096	38,680	2,416	94%
14	142004	BAYBROOK STREET LI	5665	5551.25	114	98%	5,500	5,338	162	97%
14	142006	EST GRIFFITH PARK	2495	2225.72	269	89%	2,495	2,149	346	86%
14	142007	QUAIL/CANDLESTICK	17820	17475.57	344	98%	19,700	19,359	341	98%
14	142008	ROBERTS RIDGE ST L	8415	6777.79	1,637	81%	8,415	6,733	1,682	80%
14	142009	SAVERNA PARK STREE	18040	17082.75	957	95%	24,530	17,506	7,024	71%
14	142010	PRIVATE IMPROVEMEN	165000	15000	150,000	9%	226,000	23,100	202,900	10%
14	142011	CREEKWOOD OAKS LIF	559505	505536.94	53,968	90%	687,363	181,691	505,672	26%
14	142012	TANGLEWOOD STREET	6119	4017.88	2,101	66%	1,900	1,116	784	59%
14	142013	SEAGRASS STREET LI	9779	5997.87	3,781	61%	3,100	-	3,100	0%
14	142014	TWENTY ONE OAKS ST	8415	4142.31	4,273	49%	2,550	1,885	665	74%
14	142015	COVINGTON STREET L	4620	4264.83	355	92%	1,480	-	1,480	0%
14	142016	HANNA'S TERRACE ST	2090	1411.5	679	68%	800	469	331	59%
14	142017	BROOKHAVEN STREET	18590	8140.98	10,449	44%	5,300	-	5,300	0%
14	142018	BRADFIELD STREET L	11000	8225.13	2,775	75%	3,100	-	3,100	0%
14	142019	MSBU-IIDC SEWAGE S	5605174	2138500.01	3,466,674	38%	5,605,174	-	5,605,174	0%
14	142020	BETMARK CIRCLE ST	897	798.76	98	89%	-	-	-	
14	142021	CRIMSON POINTE ST	2900	2859.83	40	99%	-	-	-	
14	142022	LOS SUENOS ST LIGH	8500	4347.06	4,153	51%	-	-	-	
14	142023	GRAYSTONE ESTATES	8000	5163.4	2,837	65%	-	-	-	
14	142024	CEDAR RIDGE ST LIG	700	391.36	309	56%	-	-	-	
14	142025	SONOMA RIDGE ST LI	2500	1827.68	672	73%	-	-	-	
14	142026	MAKENNA ESTATES ST	3300	0	3,300	0%	-	-	-	
14	142027	UPLAND WOODS ST LI	700	338.19	362	48%	-	-	-	
14	142029	ASHLAND HEIGHTS PH	1040	0	1,040	0%	-	-	-	
MSBUT Total			7123350	3216496.94	3,906,853		7,268,998	709,616	6,559,382	
15	150101	HUMAN RESOURCES AD	830642	752630.15	78,012	91%	846,333	792,696	53,637	94%
15	150102	HUMAN RESOUCES - A	198497	15203.26	183,294	8%	208,114	36,455	171,659	18%
15	150103	TUITION REIMBURSEM	55000	44826.93	10,173	82%	55,000	43,735	11,265	80%
15	150104	MERIT SYSTEM PROTE	48000	48000	-	100%	48,000	48,000	-	100%
15	150105	EMPLOYEE MORALE &	188993	22046.55	166,946	12%	192,332	53,140	139,192	28%
15	150106	EMPLOYEE ASSISTANC	340000	50518.3	289,482	15%	43,280	32,560	10,720	75%
15	150107	BENEFITS	599140	570942.42	28,198	95%	604,615	319,102	285,513	53%
15	150108	HEALTH	28146565.51	25105748.59	3,040,817	89%	24,891,872	25,075,973	(184,101)	101%
15	150109	DENTAL	962933	793872.77	169,060	82%	981,923	975,162	6,761	99%
15	150110	LIFE	351071	307296.45	43,775	88%	356,619	346,115	10,504	97%
15	150111	BCBS HEALTH GRANT	293945	7305.31	286,640	2%	509,389	2,773	506,616	1%
15	150112	EMPLOYEE HEALTH CL	827785	751036.49	76,749	91%	786,814	781,550	5,264	99%
15	150113	LONG TERM DISABILI	89248	83047.73	6,200	93%	65,000	62,524	2,476	96%
15	150114	VISION	131134	129822.22	1,312	99%	102,000	100,407	1,593	98%
21	210104	UWF CAMPUS AGREEME	384571.09	0	384,571	0%	384,571	-	384,571	0%
21	210106	TRANSPORTATION & D	28850770.55	14425834.69	14,424,936	50%	28,870,366	17,854,849	11,015,516	62%
21	210107	TRANSPORATION & DR	39079288.15	4058338.96	35,020,949	10%	50,488,316	12,544,227	37,944,089	25%
21	210109	FDOT OLIVE ROAD GR	148539.42	20505.42	128,034	14%	280,671	25,806	254,865	9%
21	210114	EDTPFA-MUSCOGEE &	81240	0	81,240	0%	81,241	-	81,241	0%
21	210115	QUIETWTR BCH LNDNG	194057.1	79583.7	114,473	41%	276,970	82,913	194,057	30%
21	210116	BAUER RD PAVE SHLD	14890.39	0	14,890	0%	431,706	416,816	14,890	97%
21	210117	E.JOHNSN STRMWTR R	0	0	-		57,587	-	57,587	0%

Expenditure Comparison by Cost Center

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
21	210118	CR292 GB HWY DRAIN	0	0	-		114,867	-	114,867	0%
21	210119	SRIA TRAFFIC CALMI	201346	0	201,346	0%	201,346	-	201,346	0%
21	210120	HMGP BRISTOL CREEK	710743.11	0	710,743	0%	2,200,400	1,489,656	710,744	68%
21	210121	HMGP LAKE CHARLENE	2142279.26	0	2,142,279	0%	2,157,173	14,893	2,142,280	1%
21	210122	NORTH "W" ST.SIDEW	0	0	-		11,140	-	11,140	0%
21	210123	EDTPFA-MUSCOGEE RO	358869.47	13673.47	345,196	4%	612,671	253,801	358,870	41%
21	210124	HMGP DELANO ST.DRA	1637549.11	2245	1,635,304	0%	1,864,270	226,721	1,637,550	12%
21	210125	LAP-CR295A OLD COR	292295.37	201837.37	90,458	69%	529,988	237,692	292,296	45%
21	210126	LAP-MASSACHUSETTS	59681.82	20643.82	39,038	35%	211,000	52,356	158,644	25%
21	210127	LAP-OC PHILLIPS/BR	338303.14	197808.29	140,495	58%	506,250	167,947	338,303	33%
21	210128	LAP-DAWSON/PRITCHE	383634.07	265694.02	117,940	69%	487,500	103,866	383,634	21%
21	210129	MUSCOGEE RD PHASE	0	0	-		500,000	500,000	-	100%
21	210130	HMGP PINOAK LN ACQ	382741.55	356156.82	26,585	93%	397,400	14,658	382,742	4%
21	210131	MOTLEY COURT CLEAR	223010.56	2.43	223,008	0%	646,930	423,919	223,011	66%
21	210132	LAP PK MULTI-USE P	1768953	0	1,768,953	0%	-	-	-	
21	210401	ROADS & BRIDGES AD	0	0	-		543,573	514,298	29,275	95%
21	210402	ROAD MAINTENANCE	79996	91644.31	(11,648)	115%	8,926,000	8,247,175	678,825	92%
21	210403	HOLDING PONDS	0	-24353.39	24,353	100%	1,070,605	1,024,967	45,639	96%
21	210404	SIGN MAINTENANCE	0	0	-		495,040	503,757	(8,717)	102%
21	210405	GARAGE ADMIN	0	-458.64	459	100%	2,902,738	2,752,886	149,852	95%
21	210407	FUEL DISTRIBUTION	0	81414.4	(81,414)	100%	6,801,882	5,282,340	1,519,542	78%
21	210408	HOST ORDINANCE ITE	0	0	-		8,397	-	8,397	0%
21	210517	MYRTLE GRVE ELMNTR	0	0	-		1	-	1	0%
21	210607	JUVENILE JUSTICE	251792	15670	236,122	6%	218,216	11,957	206,259	5%
21	210612	DJJ ASSESSMENT BUI	64693	0	64,693	0%	55,666	-	55,666	0%
21	210719	MASTER DRAINAGE BA	7350	218	7,132	3%	7,633	232	7,401	3%
21	210720	MASTER DRAINAGE BA	28293	972	27,321	3%	13,916	392	13,524	3%
21	210721	MASTER DRAINAGE BA	22740	404	22,336	2%	22,591	636	21,955	3%
21	210722	MASTER DRAINAGE BA	13723	4	13,719	0%	13,808	185	13,623	1%
21	210723	MASTER DRAINAGE BA	16963	502	16,461	3%	17,886	2,017	15,869	11%
21	210724	MASTER DRAINAGE BA	143092.71	4538	138,555	3%	130,372	3,626	126,746	3%
21	210725	MASTER DRAINAGE BA	75523	2670	72,853	4%	59,091	1,860	57,231	3%
21	210726	MASTER DRAINAGE BA	16136	718	15,418	4%	41,413	28,740	12,673	69%
21	210727	MASTER DRAINAGE BA	40037	1138	38,899	3%	40,788	1,223	39,565	3%
21	210728	MASTER DRAINAGE BA	113674	3103	110,571	3%	96,163	4,083	92,080	4%
21	210729	MASTER DRAINAGE BA	19961	4485	15,476	22%	18,599	570	18,029	3%
21	210730	MASTER DRAINAGE BA	21094	912	20,182	4%	17,927	12,090	5,837	67%
21	210731	MASTER DRAINAGE BA	164426	15156	149,270	9%	140,555	46,398	94,157	33%
21	210732	MASTER DRAINAGE BA	31858	1188	30,670	4%	31,261	1,074	30,187	3%
21	210733	MASTER DRAINAGE BA	43426	1713	41,713	4%	40,353	1,884	38,469	5%
21	210734	MASTER DRAINAGE BA	65547	1933	63,614	3%	62,583	1,854	60,729	3%
21	210735	MASTER DRAINAGE BA	12416	584	11,832	5%	12,033	347	11,686	3%
21	210736	MASTER DRAINAGE BA	8059	15	8,044	0%	8,176	238	7,938	3%
21	211101	ADMINISTRATION	928728	616369.08	312,359	66%	1,142,402	678,163	464,239	59%
21	211201	TRAFFIC OPERATIONS	3160961.58	2683948.83	477,013	85%	3,439,322	2,934,319	505,003	85%
21	211210	MASS TRANSIT OPERA	0	0	-		8,268,223	6,290,462	1,977,761	76%
21	211211	PENSACOLA BEACH TR	0	0	-		177,147	143,445	33,702	81%
21	211212	UWF TROLLEY	0	0	-		621,877	392,233	229,644	63%
21	211213	COUNTY FLEET MAINT	0	0	-		483,278	362,966	120,312	75%

Expenditure Comparison by Cost Center

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
21	211215	MASS TRANSIT/PARAT	0	0	-		3,022,710	3,063,366	(40,656)	101%
21	211216	MASS TRANSIT ADMIN	0	0	-		553,248	531,639	21,609	96%
21	211217	MASS TRANSIT FLEET	0	0	-		2,233,474	2,108,455	125,019	94%
21	211222	2010 FTA FL90X728	0	0	-		34,350	-	34,350	0%
21	211223	2011 FTA GRANT FL9	12438	1419	11,019	11%	216,427	203,989	12,438	94%
21	211224	2012 FTA GRANT FL9	151176	24195.09	126,981	16%	188,262	36,437	151,825	19%
21	211226	2013 FTA320 FL90-X	12275	1654.11	10,621	13%	17,441	5,166	12,275	30%
21	211227	GOOD RPR GRT FL-04	0	0	-		44,875	44,425	450	99%
21	211230	2013 FTA 5339 FL 3	0	0	-		81,268	71,770	9,498	88%
21	211231	2014 FTA320 FL90-X	156920	0	156,920	0%	156,920	-	156,920	0%
21	211233	2015FTA320FL90-X87	1182907	0	1,182,907	0%	1,185,383	2,476	1,182,907	0%
21	211234	2014FTA-320-FL34-0	317639	4805.9	312,833	2%	317,639	-	317,639	0%
21	211235	2015FTA/FDOT FL16-	0	0	-		25,476	-	25,476	0%
21	211236	2016FTA FL17-003-0	31678	0	31,678	0%	31,678	-	31,678	0%
21	211237	2017 FTA FL17-005-	500484	0	500,484	0%	501,251	768	500,484	0%
21	211239	2017FTA320-FL90-X9	148413	0	148,413	0%	151,838	3,425	148,413	2%
21	211240	2018FTAGRNT1092-20	99264	0	99,264	0%	99,264	-	99,264	0%
21	211241	FTA FL 2019-059-00	100022	0	100,022	0%	100,022	-	100,022	0%
21	211242	FDOT5310-1001-2017	222321	222321.9	(1)	100%	-	-	-	
21	211243	FTA-320-CARES ACT	101379	0	101,379	0%	-	-	-	
21	211244	FTA FL-2020-052-00	302601	0	302,601	0%	-	-	-	
21	211401	SRI PUBLIC WORKS	9100	49668.58	(40,569)	546%	2,555,564	2,594,539	(38,975)	102%
21	211602	ENGINEERING/INFRAS	582783.42	451651.38	131,132	77%	523,213	456,319	66,894	87%
21	211603	DIRECTIONAL SIGN P	129761	0	129,761	0%	182,534	52,774	129,761	29%
22	220100	NATURAL RESOURCES	478099	478061.61	37	100%	422,557	426,028	(3,471)	101%
22	220101	ADMIN-NEIGHBORHOOD	0	0	-		-	(50)	50	
22	220102	NESD CAPITAL PROJE	1861421	505681.87	1,355,739	27%	2,263,306	306,068	1,957,238	14%
22	220104	NRM CAPITAL PROJEC	200000	3386.89	196,613	2%	200,000	-	200,000	0%
22	220105	GEN FND RESTORE DC	107208	83404.52	23,803	78%	136,029	110,098	25,931	81%
22	220106	PCOLA PASS INLET M	311250	0	311,250	0%	311,250	-	311,250	0%
22	220110	ENVIR CODE ENFORCE	3315738	2190162.33	1,125,576	66%	3,162,184	2,487,022	675,162	79%
22	220310	TREE FUND ORDINANC	208433	17630.21	190,803	8%	220,596	25,542	195,054	12%
22	220334	TREE MITIGATION FE	363260	8410.31	354,850	2%	269,428	2,988	266,440	1%
22	220335	PERDIDO KEY BEACH	1010867	88125.1	922,742	9%	857,683	63,075	794,608	7%
22	220336	WETLAND MITIGATION	91088	3440.6	87,647	4%	84,925	6,075	78,850	7%
22	220338	ORISKANY PCB MONIT	18789	97	18,692	1%	58,100	39,312	18,788	68%
22	220339	DERELICT VESSELS G	56050	54100	1,950	97%	8,046	8,042	4	100%
22	220701	MOSQUITO & ARTHROP	570937	527574.48	43,363	92%	610,424	507,318	103,106	83%
22	220703	M&A STATE 1 FUNDS	70461	29235.82	41,225	41%	76,083	42,133	33,950	55%
22	220805	4TH CENT MARINE RE	295766	259585.92	36,180	88%	254,354	189,168	65,186	74%
22	220807	VESSEL REGISTRATIO	616443.6	184816.78	431,627	30%	599,611	32,797	566,814	5%
22	220809	MEMORIAL REEF	9937	0	9,937	0%	9,937	-	9,937	0%
22	220813	FWC ARTIFICIAL REE	59500	59500	-	100%	-	-	-	
22	220901	ADM.-ESC. SOIL&WAT	330136	275243.94	54,892	83%	256,235	263,287	(7,052)	103%
22	221001	ENVIRONMENT QUALIT	585780.99	566900.8	18,880	97%	544,365	520,833	23,532	96%
22	221002	GLYNN KEY STORMWAT	2497	358.44	2,139	14%	3,155	619	2,537	20%
22	221006	DENSITY REDUCTION	0	0	-		200,000	200,000	-	100%
22	221015	DENSTY RDUCTN AREA	0	0	-		100,000	100,000	-	100%
22	221016	JONES SWAMP WETLAN	15946	0	15,946	0%	15,946	-	15,946	0%

Expenditure Comparison by Cost Center

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
22	221017	RCREATNL TRAIL-S.W	175000	0	175,000	0%	-	-	-	
22	221018	NATL POLLUTNT DISC	266904.62	167145.5	99,759	63%	241,117	147,763	93,354	61%
22	221020	DEFENSE INFRSTRUCT	0	0	-		183,424	183,424	0	100%
22	221021	FDEP LID MONITORIN	47652.5	27476.08	20,176	58%	99,970	46,843	53,128	47%
22	221022	NRDA TURTLE GRANT-	0	0	-		258,596	128,849	129,747	50%
22	221025	FDEP G0439 LID MAN	85	85	-	100%	18,555	18,470	85	100%
22	221026	EPA-JACKSON LAKE 4	30478	7332.73	23,145	24%	80,400	50,391	30,009	63%
22	221027	WATER QUALITY LAB	8976	0	8,976	0%	4,107	60	4,047	1%
22	221028	NFWF LIVING SHOREL	53925	2275	51,650	4%	56,507	2,582	53,925	5%
22	221029	DEFNSE INFRSTRCTR	375532.21	130220.38	245,312	35%	375,533	-	375,533	0%
22	221030	DIG NAVY MATCH	305865	3500	302,365	1%	-	-	-	
22	221201	EXTENSION SERVICES	757418	754770.98	2,647	100%	734,015	728,548	5,467	99%
22	221202	BP PROMOTIONAL FUN	5965	0	5,965	0%	5,965	-	5,965	0%
22	222001	NRDA BOAT RAMPS	422633.5	36817.22	385,816	9%	462,450	39,816	422,634	9%
22	222002	NFWF#45910BAYOU CH	3676030.35	63179.22	3,612,851	2%	5,144,070	1,468,040	3,676,031	29%
22	222003	PERDIDO KEY DUNE R	0	0	-		137,095	184	136,912	0%
22	222004	FWC15153 ARTFCIAL	252556.24	181578.6	70,978	72%	2,070,168	1,817,612	252,556	88%
22	222005	NRDA BOB SIKE FISH	963090	0	963,090	0%	963,090	-	963,090	0%
22	222006	BAYOU CHICO SEDIME	335510	0	335,510	0%	335,510	-	335,510	0%
22	222007	FDEP#RES04 BCHHAVE	5598802	9474.04	5,589,328	0%	5,598,802	-	5,598,802	0%
22	222008	EPA BAYS ESTUARY P	1964171	129834.08	1,834,337	7%	2,000,000	35,829	1,964,171	2%
22	222009	P&P BAYS ESTUARY P	15000	0	15,000	0%	-	-	-	
22	222020	RES UNIVERSAL ACCE	275000	51201.4	223,799	19%	300,000	45,500	254,500	15%
22	222021	RES HT WILLIAMS SW	1423701	75363.34	1,348,338	5%	1,423,701	-	1,423,701	0%
22	222022	RES S DOGTRACK DRA	192514.4	61521.4	130,993	32%	200,000	7,486	192,514	4%
22	222030	RESTORE PLANNING A	378568	33932.45	344,636	9%	419,255	40,687	378,568	10%
22	222031	RESTORE DIRECT COM	493009	70007.28	423,002	14%	534,994	41,985	493,009	8%
22	222032	RES BEULAH MASTER	300000	0	300,000	0%	-	-	-	
22	222041	FDEP LIVING SHOREL	176274.5	86530.5	89,744	49%	217,499	41,225	176,275	19%
22	222042	RES CARPENTER CRK/	1090000	194004.6	895,995	18%	1,090,000	-	1,090,000	0%
22	222043	RES ELEVEN MILE PO	225425	146602	78,823	65%	225,425	-	225,425	0%
22	222044	NRDA CARP CREEK HW	1599600	2950	1,596,650	0%	-	-	-	
22	222045	NRDA CARP CRK PARK	423120	0	423,120	0%	-	-	-	
23	230301	ADMINISTRATION	771275	620206.18	151,069	80%	763,260	859,229	(95,969)	113%
23	230303	TRANSFERS	570094	570094	-	100%	529,744	529,744	-	100%
23	230304	ENVIRONMENTAL QUAL	1639509.13	796122.07	843,387	49%	1,041,499	842,292	199,207	81%
23	230306	RECYCLING	899053	461066.75	437,986	51%	809,254	497,834	311,420	62%
23	230307	SW TRANSFER STATIO	2421813	1414347.49	1,007,466	58%	2,271,642	1,157,521	1,114,121	51%
23	230308	LANDFILL GAS TO EN	486706	331849.7	154,856	68%	289,331	112,579	176,752	39%
23	230309	SW CLOSED LANDFILL	148380.25	63802.92	84,577	43%	81,915	-	81,915	0%
23	230310	SOLID WASTE RESERV	22528121	722004	21,806,117	3%	20,493,024	1,892,219	18,600,805	9%
23	230314	SWM OPERATIONS	8810379.06	7307273.13	1,503,106	83%	9,952,669	6,137,731	3,814,938	62%
23	230315	PROJECTS	11651585.54	394572.68	11,257,013	3%	8,708,696	65,100	8,643,596	1%
23	230316	SAUFLEY LANDFILL	19069	10281.61	8,787	54%	12,004	6,452	5,552	54%
23	230317	SOLID WASTE FUNDRA	1110	0	1,110	0%	1,110	-	1,110	0%
24	240201	P & Z ADMINISTRATI	1274799	1292897.97	(18,099)	101%	1,250,939	1,250,197	742	100%
24	240211	NAS LAND USE GRANT	225000	0	225,000	0%	-	-	-	
24	240302	PLANNING DEVELOPME	1894988	985447.58	909,540	52%	2,081,512	1,100,956	980,556	53%
24	240401	GIS	428777	381859.35	46,918	89%	444,431	436,864	7,567	98%

Expenditure Comparison by Cost Center

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
25	250101	ADMIN-DEVELOPMENT	548503.2	508306.62	40,197	93%	597,110	469,578	127,532	79%
25	250107	PLUMBING INSPECTIO	270940.33	272319.28	(1,379)	101%	294,687	210,501	84,186	71%
25	250108	ELECTRICAL INSPECT	238920.71	249702.41	(10,782)	105%	282,289	243,533	38,756	86%
25	250109	BUILDING INSPECTIO	422155	251269.19	170,886	60%	358,733	445,968	(87,235)	124%
25	250111	BUILDING SAFETY-AD	5103157.6	823769.26	4,279,388	16%	3,947,676	716,909	3,230,767	18%
25	250115	PLANS REVIEW	244607.72	148632.48	95,975	61%	147,082	123,269	23,814	84%
25	250118	UNLICENS/UNPERM CO	133507.02	103508.67	29,998	78%	187,860	148,282	39,578	79%
25	250119	COMBINATION INSPEC	343266.42	228569.52	114,697	67%	296,696	206,476	90,220	70%
25	250120	CONTRACTOR LICENSI	63927	34934.2	28,993	55%	62,847	54,359	8,488	86%
25	250122	FEMA FLOOD MIT ASS	125305	0	125,305	0%	460,839	398,186	62,653	86%
25	250123	FLOOD MITIGATION A	1398809.53	6266.97	1,392,543	0%	720,937	8,208	712,729	1%
25	250124	FEMA FLD MIT RETRO	385338.63	199392.17	185,946	52%	314,437	113,646	200,791	36%
25	250202	ANIMAL SERVICES AD	1319364	1195807.57	123,556	91%	1,260,542	1,168,428	92,114	93%
25	250204	KENNEL SPONSORSHIP	117659	28506.59	89,152	24%	139,829	47,631	92,198	34%
25	250205	LOW INCOME SPAY &	40000	40000	-	100%	40,000	40,000	-	100%
25	250207	ANIMAL CONTROL ENF	992238	735652.07	256,586	74%	916,958	778,444	138,514	85%
25	250208	HUMANE SOCIETY(HSU	20000	0	20,000	0%	10,000	-	10,000	0%
26	260101	ROADS AND BRIDGES-	565035	536690.42	28,345	95%	-	-	-	
26	260102	ROAD MAINTENANCE	9947491	8143560.98	1,803,930	82%	-	-	-	
26	260106	SIGN MAINTENANCE	520033	546106.68	(26,074)	105%	-	-	-	
26	260107	SRI PUBLIC WORKS	2592412	2372160.15	220,252	92%	-	-	-	
26	260108	ROADS HOST ORD	8396	474.6	7,921	6%	-	-	-	
26	260201	FLEET MAINTENANCE	3127766	2559185.94	568,580	82%	-	-	-	
26	260205	HOLDING PONDS	1130527	1007543.42	122,984	89%	-	-	-	
26	260206	FUEL DISTRIBUTION	6962321	3435313.52	3,527,007	49%	-	-	-	
27	270102	INFORMATION SYSTEM	3865145.16	3707484.93	157,660	96%	3,246,438	2,960,705	285,733	91%
27	270103	TELECOMMUNICATIONS	772110	738465.09	33,645	96%	772,238	723,966	48,272	94%
29	290202	CARE & CUSTODY	7595380	7706590.86	(111,211)	101%	7,274,330	7,310,054	(35,724)	100%
29	290205	INMATE COMMISSARY	35726	-610.19	36,336	-2%	433,381	122,749	310,632	28%
29	290206	PROFESSIONAL TRAIN	272401	50388.38	222,013	18%	330,356	113,465	216,891	34%
29	290208	ROAD PRISON REIMBU	2131	0	2,131	0%	8,762	6,623	2,139	76%
29	290209	TRANSFER	299326	299326	-	100%	-	-	-	
29	290301	MISDEMEANOR PROBAT	1194286	1089183.29	105,103	91%	1,249,843	1,160,011	89,832	93%
29	290302	CHECK RESTITUTION	86977	54081.47	32,896	62%	114,495	105,091	9,404	92%
29	290304	COMMUNITY SERVICE	57644	56341.36	1,303	98%	56,474	52,614	3,860	93%
29	290305	RESIDENTIAL PROBAT	496180	392968.02	103,212	79%	501,472	458,361	43,111	91%
29	290306	PRE-TRIAL DIVERSIO	256420	255944.89	475	100%	250,186	231,555	18,631	93%
29	290307	PRE-TRIAL RELEASE	951990	565456.37	386,534	59%	982,849	713,224	269,625	73%
29	290309	JAGC-ESCA-1-Y5-014	47213	0	47,213	0%	-	-	-	
29	290401	DETENTION	33309613	32427827.58	881,785	97%	33,432,211	33,125,174	307,037	99%
29	290402	INMATE MEDICAL	7444676	6746292.68	698,383	91%	7,350,256	7,104,722	245,534	97%
29	290406	DETENTION/JAIL COM	4999445	1262355.82	3,737,089	25%	4,388,262	1,633,282	2,754,980	37%
29	290407	DETENTION CAPITAL	443332.35	417739.35	25,593	94%	614,076	170,742	443,334	28%
29	290408	COUNTY JAIL FACILI	69048606.2	54793850.47	14,254,756	79%	126,865,553	59,628,057	67,237,496	47%
29	290410	BULLETPROOF VEST G	0	0	-		-	7,770	(7,770)	
29	290411	COVID-BJA FY20 CES	370107	306357.18	63,750	83%	-	-	-	
29	290412	DOJ PREA GRANT	337032	0	337,032	0%	-	-	-	
29	290501	FORENSIC MENTAL HE	51828	44606.48	7,222	86%	49,937	42,665	7,272	85%
31	310101	ADMINISTRATION	294386	226059.52	68,326	77%	318,805	212,606	106,199	67%

Expenditure Comparison by Cost Center

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
31	310202	CUSTODIAL	1252630	1320676.76	(68,047)	105%	1,182,658	1,155,756	26,902	98%
31	310203	FACILITIES MAINTEN	3866501.6	3358387.64	508,114	87%	3,743,155	3,616,528	126,627	97%
31	310204	FACILITIES PRIORIT	863103	453066.16	410,037	52%	854,907	255,452	599,455	30%
31	310205	DCAT-CONSTRUCTION	269188	286633.71	(17,446)	106%	259,385	271,950	(12,565)	105%
31	310207	FACILITIES UTILITI	4678643	3915709.66	762,933	84%	4,185,752	4,184,184	1,568	100%
32	320401	MASS TRANSIT OPERA	9274203	4665286.54	4,608,916	50%	-	-	-	
32	320402	PENSACOLA BEACH TR	179432	187249.12	(7,817)	104%	-	-	-	
32	320403	UWF TROLLEY	525651	329151.05	196,500	63%	-	-	-	
32	320404	COUNTY FLEET MAINT	420850	286862.12	133,988	68%	-	-	-	
32	320406	PARATRANSIT SERVIC	2966098	2808270.63	157,827	95%	-	-	-	
32	320407	MASS TRANSIT FLEET	2154439	1914713.6	239,725	89%	-	-	-	
32	320408	MASS TRANSIT ADMIN	616410	548009.76	68,400	89%	-	-	-	
32	320409	FTA-104-CARES ACT	10036545	1349036.26	8,687,509	13%	-	-	-	
33	330205	TRANSFERS	270772	270772	-	100%	266,256	266,256	-	100%
33	330206	FIRE DEPT PD	17357598.7	16724689.93	632,909	96%	17,110,603	16,439,221	671,382	96%
33	330209	PENSACOLABEACHFIRE	1014322	1068102.19	(53,780)	105%	994,588	1,030,163	(35,575)	104%
33	330228	FIRE SERVICES CAP	3745067.2	1363407.13	2,381,660	36%	4,271,130	1,021,187	3,249,943	24%
33	330232	HAZ MAT TECHNICAL	136513	0	136,513	0%	-	-	-	
33	330302	OPERATIONS	19768475.3	11982673.23	7,785,802	61%	18,547,509	15,263,887	3,283,622	82%
33	330305	EMS CARES ACT	395998	111853.55	284,144	28%	-	-	-	
33	330318	EMS COUNTY AWARD G	89848	73392.52	16,455	82%	66,826	26,994	39,832	40%
33	330323	HAZARDOUS MATERIAL	11707	0	11,707	0%	26,756	9,171	17,585	34%
33	330324	HAZARDOUS MATERIAL	50391	21519.44	28,872	43%	51,390	998	50,392	2%
33	330371	TRANSFERS	2751345	2175961.25	575,384	79%	3,587,506	1,793,753	1,793,753	50%
33	330401	ADMINISTRATION	467418	344702.19	122,716	74%	339,309	319,045	20,264	94%
33	330402	EMERGENCY MANAGEME	320358	303463.46	16,895	95%	313,056	310,238	2,818	99%
33	330403	COMMUNICATIONS	2616530	2438715.1	177,815	93%	2,604,880	2,466,477	138,403	95%
33	330404	E-911 COMMUNICATIO	1393281.98	694711.52	698,570	50%	1,339,637	735,752	603,885	55%
33	330405	DCA/CIVIL DEFENSE	21957	21556.43	401	98%	260,724	56,500	204,224	22%
33	330409	EMP FEDERAL GRANT	22688	22554.21	134	99%	209,249	67,633	141,616	32%
33	330410	E-911-TRANSFERS	658222	658222	-	100%	658,222	658,222	-	100%
33	330412	DCA-CIVIL DEFENSE	84226	80203.33	4,023	95%	31,201	-	31,201	0%
33	330413	EMRG MGMT PERFRMNC	85091	81593	3,498	96%	100,956	17,224	83,732	17%
33	330416	E-911 STATE GRANT	606466.1	606466.1	-	100%	674,537	-	674,537	0%
33	330430	COMMUNITY EMERG RE	0	0	-		5,000	5,000	-	100%
33	330434	PUBLIC SAFETY CAP	13764939.55	4382131.97	9,382,808	32%	4,447,410	-	4,447,410	0%
33	330435	PUBLIC SAFETY CAP	513879.5	507762.5	6,117	99%	703,065	189,184	513,881	27%
33	330459	DOMESTIC SECURITY	0	0	-		2,984	-	2,984	0%
33	330485	EMPG-S	19949	9811.08	10,138	49%	-	-	-	
33	330492	CAT C - APRIL 2014	0	0	-		196	196	-	100%
33	330494	CAT E - APRIL 2014	14189	7957	6,232	56%	19,238	6,684	12,554	35%
33	330602	PS BUSINESS OPERAT	63459	60708.49	2,751	96%	62,047	56,921	5,126	92%
33	330603	EMS BILLING BUSINE	6791411	728024.78	6,063,386	11%	6,993,379	950,136	6,043,243	14%
33	330801	SRI PUBLIC SAFETY	1129349	1026809.36	102,540	91%	1,066,399	1,016,133	50,266	95%
33	330901	CAT A - HURRICANE	0	4548635.9	(4,548,636)	100%	-	-	-	
33	330902	CAT B - HURRICANE	0	49879.17	(49,879)	100%	-	-	-	
33	330904	CAT E - HURRICANE	0	6052.85	(6,053)	100%	-	-	-	
35	350204	LAKE STONE	55638	50848.14	4,790	91%	53,736	48,629	5,107	90%
35	350220	PARKS RECREATION	158439	157437.33	1,002	99%	194,514	192,796	1,718	99%

Expenditure Comparison by Cost Center

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
35	350221	PARKS CAPITAL PROJ	5466350.2	1403408.21	4,062,942	26%	3,692,632	700,301	2,992,331	19%
35	350222	EQUESTRIAN CENTER	697424	385059.06	312,365	55%	594,587	291,196	303,391	49%
35	350224	PARKS & REC SPECIA	21444	3966.55	17,477	18%	25,519	4,075	21,444	16%
35	350226	PARKS - MAINTENANC	1291594	1218553.57	73,040	94%	1,207,616	1,172,115	35,501	97%
35	350229	PARKS CAPITAL PROJ	1038477	12129.25	1,026,348	1%	1,981,018	942,529	1,038,489	48%
35	350231	EQUESTRIAN CENTER	1317	579.77	737	44%	116,253	114,936	1,317	99%
35	350232	ADULT SOFTBALL	44776	35629.26	9,147	80%	46,874	45,185	1,689	96%
35	350236	FISHING BRIDGE	93032	16715.36	76,317	18%	104,867	34,976	69,891	33%
35	350237	RENTS-PARK COMM CE	16856	5862.84	10,993	35%	13,499	7,148	6,351	53%
35	350238	MIRACLE LEAGUE OF	0	0	-		6,000	6,000	-	100%
35	350239	NRDA INNERTY PARK	605000	11098.61	593,901	2%	-	-	-	
36	360101	TOURIST PROMOTION	9457595	5930551.6	3,527,043	63%	7,645,026	6,945,026	700,000	91%
36	360102	TOURIST PROMOTION-	1713190	1713190	-	100%	2,490,307	1,700,000	790,307	68%
36	360103	BP - OIL SPILL GR	35264	0	35,264	0%	35,264	-	35,264	0%
36	360105	FOURTH CENT PROJEC	3784403.45	1055116.43	2,729,287	28%	3,456,658	2,668,816	787,842	77%
36	360301	PUBLIC HEALTH UNIT	337649	337649	-	100%	337,649	337,649	-	100%
36	360401	CIVIC CENTER-ADMIN	8387021	5757735.67	2,629,285	69%	7,502,722	6,803,676	699,046	91%
36	360402	CIVIC CENTER-CAPIT	1510000	1315723.69	194,276	87%	1,710,000	758,540	951,460	44%
36	360704	ECON DEV OPERATING	400276	6961.5	393,315	2%	392,036	55,000	337,036	14%
37	370101	NEIGHBRHOD&HUMAN S	521247	339585.48	181,662	65%	700,194	566,382	133,812	81%
37	370102	PUBLIC SOCIAL SERV	1166225	363990.67	802,234	31%	1,213,466	1,217,139	(3,673)	100%
37	370104	SAFE NEIGHBORHOOD	492957	168265.51	324,691	34%	387,371	98,987	288,384	26%
37	370105	COMMUNITY CENTER R	16466	1661.97	14,804	10%	16,183	7,088	9,095	44%
37	370106	COMMUNITY CENTERS	488448	-62.41	488,510	0%	562,723	57,845	504,878	10%
37	370107	COMMUNITY CENTERS	467486	141052.37	326,434	30%	355,421	79,320	276,101	22%
37	370110	CRA ADMINISTRATION	520232.46	440712.12	79,520	85%	481,188	465,270	15,918	97%
37	370111	NEIGHBORHOOD RESTO	5399	1350	4,049	25%	26,991	21,592	5,399	80%
37	370112	CRA DONATIONS	12501	15665.71	(3,165)	125%	1	-	1	0%
37	370113	CRA BROWNSVILLE	675971	202686.77	473,284	30%	627,453	249,474	377,979	40%
37	370114	CRA WARRINGTON	1961857.57	502799.77	1,459,058	26%	1,672,284	610,307	1,061,978	36%
37	370115	CRA PALAFOX	1609904.62	662445.25	947,459	41%	1,543,123	194,602	1,348,521	13%
37	370116	CRA BARRANCAS	484359	108058.89	376,300	22%	598,245	336,063	262,182	56%
37	370117	CRA ENGLEWOOD	521548	116362.6	405,185	22%	329,069	71,705	257,364	22%
37	370118	CRA CANTONMENT	253817	46619.42	207,198	18%	135,576	27,856	107,720	21%
37	370119	CRA ENSLEY	445760	129389	316,371	29%	212,801	61,075	151,726	29%
37	370120	CRA ATWOOD	166062	22525.9	143,536	14%	58,012	23,155	34,857	40%
37	370121	CRA OAKFIELD	141822	77941.98	63,880	55%	75,026	53,740	21,286	72%
37	370204	SHIP 2017 GRANT AD	0	0	-		1,204,499	1,105,541	98,958	92%
37	370205	SHIP 2018 GRANT AD	1115106	1021650.35	93,456	92%	1,447,559	250,935	1,196,624	17%
37	370206	SHIP 2019 GRANT AD	577840	383446.55	194,393	66%	671,800	272,506	399,294	41%
37	370207	SHIP 2020 GRANT AD	1449576	112117.32	1,337,459	8%	-	-	-	
37	370213	BROWNFIELD/ROMANA-	186393.3	0	186,393	0%	181,031	3,450	177,581	2%
37	370218	CDBG 2013 OTHR ACT	15689	0	15,689	0%	15,689	-	15,689	0%
37	370219	CDBG 2014 ADMIN/PL	43250	9304.47	33,946	22%	49,703	16,879	32,824	34%
37	370221	CDBG 2014 OTHR ACT	51838.06	5091.65	46,746	10%	93,364	72,400	20,963	78%
37	370222	CDBG 2015 ADMIN	61927	12268	49,659	20%	65,266	5,317	59,949	8%
37	370223	CDBG 2015 HOUSING	0	0	-		225,500	225,500	-	100%
37	370224	CDBG 2015 OTHER	65712	8443.16	57,269	13%	312,039	255,103	56,936	82%
37	370226	CDBG 2016 ADMIN PL	26706	146.62	26,559	1%	27,886	1,347	26,539	5%

Expenditure Comparison by Cost Center

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
37	370227	CDBG 2016 HOUSING	325000	190851.9	134,148	59%	373,896	95,879	278,017	26%
37	370228	CDBG 2016 OTHER AC	24974	2695.6	22,278	11%	45,600	10	45,590	0%
37	370229	CDBG 2017 ADMIN/PL	57968	3812.95	54,155	7%	34,797	14,039	20,758	40%
37	370230	CDBG 2017 HOUSING	351368	73688.65	277,679	21%	351,368	-	351,368	0%
37	370231	CDBG 2017 OTHER AC	586297.7	225930.95	360,367	39%	630,325	141,182	489,143	22%
37	370232	CDBG 2018 ADMIN/PL	317878.69	30356.89	287,522	10%	1,110,786	712,538	398,248	64%
37	370233	CDBG 2018 HOUSING	393015	16150	376,865	4%	441,564	47,183	394,381	11%
37	370234	CDBG 2019 ADMIN/PL	1284463	396572.23	887,891	31%	-	-	-	
37	370235	CDBG 2019 HOUSING	150000	41401.25	108,599	28%	-	-	-	
37	370238	CDBG-CV CARES ACT	872881	0	872,881	0%	-	-	-	
37	370239	CARES-CRF-FHFC HOU	903834	28890.35	874,944	3%	-	-	-	
37	370260	HUD HOME PROGRAM	339335	75000	264,335	22%	434,337	80,967	353,370	19%
37	370265	2013 HUD CONSORTIU	25000	0	25,000	0%	85,308	62,529	22,779	73%
37	370266	2014 HUD CONSORTIU	423109	9429	413,680	2%	598,329	61,155	537,174	10%
37	370267	2015 HUD CONSORTIU	570463	84812.88	485,650	15%	595,034	-	595,034	0%
37	370268	2016 HUD CONSORTIU	637995	32713.17	605,282	5%	640,977	2,624	638,353	0%
37	370269	2017 HUD CONSORTIU	772870	31260	741,610	4%	797,373	21,027	776,346	3%
37	370270	2018 HUD CONSORTIU	1093475	0	1,093,475	0%	1,199,416	105,690	1,093,726	9%
37	370271	2019 HUD CONSORTIU	1094533	105449.81	989,083	10%	-	-	-	
37	370290	ESC AFFORDABLE HOU	1764429.5	38589.73	1,725,840	2%	1,663,567	20,621	1,642,947	1%
37	370291	CDBG LOAN REPAYMEN	203596.43	14787.29	188,809	7%	157,610	7,089	150,521	4%
37	370293	HUD ER SOLUTIONS	113219	41333.46	71,886	37%	113,219	-	113,219	0%
38	380201	PUBLIC INFORMATION	420863	355514.62	65,348	84%	425,499	357,949	67,550	84%
41	410141	FAMILY MEDIATION	96608	1008.86	95,599	1%	96,517	3,108	93,409	3%
41	410147	JUDICIAL CAP IMP L	2607991.84	807605.55	1,800,386	31%	2,423,175	635,845	1,787,330	26%
41	410149	JUDICIAL CAP IMP L	-6139	0	(6,139)	0%	6,140	-	6,140	0%
41	410201	ADMINISTRATION	1222864	964648	258,216	79%	1,055,830	1,055,830	-	100%
41	410306	SAO-ESCAMBA CIRCUI	375800	367872.92	7,927	98%	415,498	309,692	105,806	75%
41	410309	SAO-SANTA ROSA TEC	90101	90091.32	10	100%	104,213	104,207	6	100%
41	410310	SAO-OKALOOSA TECHN	110831	110788.63	42	100%	192,608	192,484	124	100%
41	410311	SAO-ESCAMBIA COMMU	40711	38569.67	2,141	95%	37,803	37,802	1	100%
41	410312	SAO-WALTON COMMUNI	89021	87322.75	1,698	98%	82,648	82,648	-	100%
41	410407	PD-ESCAMBIA ADMINI	128224	104609.67	23,614	82%	117,167	89,219	27,948	76%
41	410412	PD-SANTA ROSA TECH	103413	90833.07	12,580	88%	118,892	86,635	32,257	73%
41	410413	PD-OKALOOSA TECHNO	93002	90684.37	2,318	98%	96,868	98,784	(1,916)	102%
41	410414	PD-ESCAMBIA COMMUN	26300	2292.72	24,007	9%	24,350	3,312	21,038	14%
41	410415	PD-WALTON COMMUNIC	74197	61617.28	12,580	83%	62,335	47,486	14,849	76%
41	410501	LOCAL OPTIONS	946612	185915.22	760,697	20%	880,525	176,656	703,869	20%
41	410502	JUVENILE PROGRAMS	707835	73639.91	634,195	10%	749,673	103,220	646,453	14%
41	410503	CA-ESCAMBIA TECHNO	515336	503624.81	11,711	98%	579,949	579,982	(33)	100%
41	410505	COURT SECURITY	486250	445947.94	40,302	92%	474,250	416,732	57,518	88%
41	410506	ADMINISTRATION - C	20620	19609.68	1,010	95%	21,336	21,159	177	99%
41	410507	OTHER ARTICLE V CO	1961671	879575	1,082,096	45%	1,872,985	932,475	940,510	50%
41	410514	JUVENILE ALTERNATI	85500	31846.04	53,654	37%	85,500	32,822	52,678	38%
41	410515	CA-SANTA ROSA TECH	356453	158973.35	197,480	45%	461,897	291,474	170,423	63%
41	410516	CA-OKALOOSA TECHNO	247872	235788.72	12,083	95%	362,839	354,284	8,555	98%
41	410517	CA-WALTON TECHNOLO	46981	2883.4	44,098	6%	41,218	2,883	38,335	7%
41	410518	MENTAL HEALTH COUR	64527	52358.77	12,168	81%	63,040	51,722	11,318	82%
41	410559	DRUG ABUSE TRUST F	192517	6534.51	185,982	3%	202,486	31,821	170,665	16%

Expenditure Comparison by Cost Center

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

			FISCAL YEAR 2020				FISCAL YEAR 2019			
Division	Cost Center	County Department	FY20 Budget	FY20 Expenditures @ 9.30.2020	FY20 Balance Remaining	% of budget utilized	FY19 Budget	FY19 Expenditures @ 9.30.2019	FY19 Balance Remaining	% of budget utilized
41	410567	DRUG CT TREATMENT	178949	625.28	178,324	0%	161,504	2,287	159,217	1%
41	410701	LAW LIBRARY	85500	82534.71	2,965	97%	91,000	88,053	2,947	97%
41	410802	LEGAL AID	124688	124688	-	100%	124,688	124,688	-	100%
51	510101	ADMINISTRATION	6299541	6299540.44	1	100%	6,179,397	6,179,396	1	100%
52	520101	ADMINISTRATION	4887381	4887379.75	1	100%	9,668,974	9,238,479	430,495	96%
53	530101	ADMINISTRATION	3571044	3571044	-	100%	2,995,100	2,995,100	-	100%
54	540101	ADMINISTRATION	60401896	60401896	-	100%	57,832,205	57,832,205	-	100%
54	540103	LAW ENFORCEMENT TR	379900	349900	30,000	92%	436,625	401,700	34,925	92%
54	540104	HANDICAPPED PARKIN	87180	0	87,180	0%	95,722	-	95,722	0%
54	540112	DEPUTY TRAINING -	529879	56988.62	472,890	11%	481,642	-	481,642	0%
54	540113	SHERIFFS CAP PROJE	8256840.94	4509811.99	3,747,029	55%	8,243,678	3,725,293	4,518,385	45%
54	540115	SHERIFFS CAP PROJE	0	0	-		852,236	852,236	-	100%
54	540198	JAG #2016-DJBX-108	0	0	-		92,383	92,382	1	100%
54	540199	JAG#2017-DJBX-0830	50738	51432.49	(694)	101%	128,738	82,164	46,574	64%
54	540202	JAG#2018-DJBX-0746	125841	44591.29	81,250	35%	-	-	-	
54	540301	ADMINISTRATION	3359313	3359313	-	100%	3,431,269	3,431,269	-	100%
55	550101	ADMINISTRATION	2797820	2595027.25	202,793	93%	2,382,795	1,969,892	412,903	83%
55	550120	SOE SECURITY GRANT	63671	55366.47	8,305	87%	108,225	108,864	(639)	101%
55	550125	FEDERAL ELECTIONS	36478	5552.8	30,925	15%	47,418	11,418	36,000	24%
			$ 853,070,541	**$ 489,119,705**	**$ 363,950,836**	**57%**	**$ 884,175,923**	**$ 548,045,045**	**$ 336,130,878**	**62%**
		CURRENT ENCUMBRANCES:		21,174,453						
				$ 510,294,158		**60%**				

Agency Name: ACTS
FY 19/20 Appropriation Amount $20,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Reduce Unemployment Rate by at Least 50%				
Clients Placed In Permanent Jobs	38	111	76	46.05%
Decrease Crime in Escambia County				
Clients Who Completed Behavior Modification Classes	62	88	75	17.33%
Enhance Public Safety / Permanent Housing				
Clients Placed in Permanent Housing	8	33	18	83.33%

Agency Name: BRACE
FY 19/20 Appropriation Amount $100,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Reduce Loss of Life/Injury/Property Damage/Economic Loss/Environmental; Impact of Future Disasters by 10% by engaging local organizations, national organizations and volunteers				
Volunteers Attending Training	18	333	146	128.08%
Volunteer Training Hours	108	3,693	2,223	66.13%
Volunteers Capable to Mobilize and Engage (No Major Disaster 17/18 and 18/19)	30,000	30,000	30,000	0.00%
Volunteers Mobilized (Hurricanes Irma, Michael and Nate)	72,831 hrs. 4,034 vol.	520	82	534.15%
Enhance the Disaster Resilience of Escambia County by 20%				
Outreach Events to Inform, Educate and Train Residents	55	232	76	205.26%
Residents Attending Outreach Events	17,538	7,053	2,838	148.52%
Establish a Culture of Emergency Preparedness by Increasing Youth Engagement by 20%				
Children and Youth Attending Emergency Preparedness Activities	288	0	1,250	

Agency Name: Community Health NWFL – Escambia Community Clinics
FY 19/20 Appropriation Amount $455,100.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Continue to be the Major Provider of Outpatient Primary and Preventive Health Care Services for Uninsured, Underinsured and the Medically Needy of Escambia County				
Number of Charitable Visits	30,910	29,232	31,090	-5.98%
Expense per Charitable Visit	$203.89	$193.59	$183.64	5.42%
Value of Care Provided through Charitable Support of Escambia County	$6,302,240	$5,659,023	$5,709,368	-0.88%
Total Number of Patients	51,707	46,433	40,521	14.59%
Total Number of Visits	142,599	146,500	124,248	17.91%

Agency Name: Gulf Coast Kids House
FY 19/20 Appropriation Amount - $135,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Identification and Intervention				
Supplement Child Abuse Investigations Ensuring 98% of Florida Abuse Hotline Reports are Reviewed within 4 days to determine if Forensic Services are Warranted	100%	100% Reviewed	100% Reviewed	
Ensure 90% of Written Assessment Reports will be Provided to Involved Entites within 10 Business Days	Overall report compliance 98%	98% Provided	97% Provided	
Total Exams	All Medicals (DOH and VOCA) 258	473	642	-26.32%
Prevention				
Provide Training and Ongoing Consultation Sessions	2 team training and 1 physician training	31	29	6.90%
Provide Court Testimony	Including depositions 14	41	57	-28.07%

Agency name: Gulf Coast Veterans Advocacy Council Inc
FY 19/20 Appropriation Amount – $5,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Relieve Hardship of Daily Living for Homeless Veterans and their Families				
Number of Veterans and Families Helped	5.936	300	100	200.00%
Present Events for Veterans and their Families				
Veterans Day Parade Number of Veteran Attendees	On Hold-COVID-19	3,000	3,000	0.00%
Veterans Day Parade Number of Citizen Attendees	On Hold-COVID-19	2,500	2,500	0.00%
Veterans Day Parade Number of Organizations Participating	On Hold-COVID-19	50	50	0.00%
Homeless Veterans Stand Down	On Hold-COVID-19	Unavailable	175	
Provide Support for Veterans Benefits and VA Health Care System Registration				
Number of Veterans Helped with Benefits and Health Care	429	98	90	8.89%

Agency Name: New World Believers
FY 19/20 Appropriation Amount – $5,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Address the Violence Perpetrated by Youth Offenders				
and Reduce in school and out of school conflict, reduce negative law enforcement interactions and reduce risky behaviors.				
Number of Youth in Program	52	70	60	16.67%
% of Youth in Program who Reduced School Referrals	100%	70%	85%	-17.65%
% of Youth in Program without a New Law Infraction	100%	80%	85%	-5.88%
% of Youth in Program who did not Use a Substance	100%	90%	85%	5.88%

Agency Name: James B Washington Education and Sports
FY 19/20 Appropriation Amount – $15,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Improve Graduation Rate by at Least 40%; Decrease the Dropout Rate				
Among At-Risk Students by 40%; Decrease the Number of At-Risk Youth				
in the Juvenile Justice System by 40%				
Academic Tutorial Program	22	48	17	182.35%
Summer Youth Enrichment Life Skills Program	14	16	12	33.33%
Forums				
Father and Son Empowerment Forum	12	33	15	120.00%
Mighty Titans Basketball Camp** and Team Attendees***	0*	181	89	103.37%
Summer League Tournaments (3)	55			
Food Pantry/Delivery for Youth & Elderly (3months, July-Sept)	151			
Field Trip-Gulf Breeze Zoo (June 19th)	21			
Field Trip-Science Exploreum Dinosaurs, Mobile, AL (June 28th)	18			
Father & Son Tuxedo & Sneakers Fundraiser	0*			
Father & Son Alumni Celebrity Game	0*			
Basketball Award Banquet (August 22nd) Academic Award Banquet (September 12th)	48 88			

*Cancelled due to COVID-19

Agency Name: Legal Services of North Florida, Inc.
FY 19/20 Appropriation Amount
General Fund $19,594.00; Article V $42,750.00

Goals & Metrics Scorecard:	4th Quarter FY 19/20 (new cases opened this quarter)	FY19/20	FY18/19	% Change FY 18/19 Compared to current YTD
Improve Housing Stability of Families in Escambia County by 60%				
Number of Cases	154	567	314	+80.6%
Closed Cases	75	434	314	+38.2%
Improve Financial Stability of Families in Escambia County by 60%				
Number of Cases	74	312	174	+79.3%
Closed Cases	74	202	174	+16.1%
Improve the Safety and Health of Families / Households in				
Number of Cases	90	527	338	+35.9%
Closed Cases	84	398	338	+17.8%

Agency Name: Northwest Florida Legal Services
FY 19/20 Appropriation Amount
General Fund $19,594.00; Article V - $42,750.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Assist 30 Families with Stabilization of House for 6 Months with Landlord/Tenant and Foreclosure Assistance				
Number of Families Avoided Eviction or Foreclosure	66	86	46	86.96%
Assist 30 Families with Stabilization of Family Finances				
Number of Families that Avoided Financial Crisis	30	27	27	0.00%
Assist 30 Families with Legal Documents to Stabilize their Family				
Number of Families who Avoid Crisis or State Intervention	75	105	41	156.10%

Agency Name: Pathways for Change
FY 19/20 Appropriation Amount
Inmate Housing $168,750.00; Program $175,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Reduce Recidivism so Clients do not Return to Jail, reduce the Cost of Inmate Housing by Placing Clients at the County Work Release Center, and Reduce Crime with Successful Graduates of the Program and Community Re-Entry.				
Number of Clients in Program	26	34	28	21.43%
Number of Clients who Completed the Program	7	13	9	44.44%
Number of Clients who Received their GED	0	1	3	-66.67%
Clients Graduated/Remaining Rate %	89%	81%	78%	3.85%
Clients who were actively monitored and provided clinical and re-entry services	29			

Agency Name: Pensacola Caring Hearts
FY 19/20 Appropriation Amount – $13,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Reduce Food Insecurities in Escambia County				
Families Helped Annually (Not SNAP Eligible)	8,000	5,000	5,000	0.00%
Families Helped Monthly	2,000	5,000	5,000	0.00%
Amount of Food Distributed in Pounds Annually	140,000	120,000	120,000	0.00%
Amount of Food Distributed in Pounds Monthly	80,000	10,000	10,000	0.00%

Agency Name: Pensacola Promise/Chain Reaction
FY 19/20 Appropriation Amount – $19,000.00

Goals & Metrics Scorecard:	4th Quarter 6-1-20 thru 5-31-21*	3rd Quarter 6-1-19 thru 5-31-20*	FY17/18	% Change
Increase Teens' Service and Connection to the Community				
Number of Members	147	272	225	21.33%
Service Project Hours	2,339	10,039	9,208	-18.01%
Increase Teens' Leadership Development				
Internships	39	54	44	9.09%
Completed Work Resumes	69	179	128	10.94%
Increase Teens' College Preparedness				
Amount of College Scholarships Acquired	N/A	$2,097,355	$1,192,920	17.36%

*We have changed our program year to follow the school year. 3rd quarter stats show the end of the 2020 CR Program year. 4th quarter status reflect our program year for 2021.

Agency Name: Studer Agency - Brain Bag Project and Parent Outreach Programs
FY 19/20 Appropriation Amount – $20,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Provide Life Skills, Tools and Training for Early Childhood Development				
Number of Parents who Received a Brain Bag (Given by Hospitals)	1,422	6,000	3,838	56.33%
Develop Tools Techniques and Programs for Parents to Understand the Critical Role they play in Early Brain Development				
Number of Parents/Grandparents attending at least one Outreach Session	0	150	44	240.91%
Certificate of Completion Awards (18 Weeks)	0	80	25	220.00%
Gainful Employment from Parent Outreach Program	0	20	8	150.00%
Enrolled in GED Classes or PSC	0	10	2	400.00%
Increase Kindergarten Readiness Rate by 30% in 5 Years		Unavailable	N/A	

Agency Name: Wildlife Sanctuary
FY 19/20 Appropriation Amount – $35,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Provide a Hospital Setting to Rehab/Assist Injured and Oprhaned Wildlife				
Number of Wildlife Helped	3,497	3,000	3,042	16.6%
Volunteer Hours	5,859	6,048	5,342	-3.13%
Educate in Order to Foster Public Awareness, Public Safety and appreciation of wildlife				
Residents Reached through Educational Efforts	88,707	24,000	12,500	269.6%

Agency Name: United Way
FY 19/20 Appropriation Amount – $90,725.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Increase School Readiness for Success in School, Improve Individuals Health with access to healthcare, improve individuals socioeconomic status				
Day Care/ Summer Camp	556	29,374	29,088	0.98%
Academic/ Service Learning	1,982	4,139	4,210	-1.69%
Advocacy/ Counseling/Life Skills	8,624	5,464	5,508	-0.80%
Medical Care	121	583	530	10.00%
Total Hours:	11,283	39,560	39,336	0.57%
Meals Served	36,765	24,694	24,329	1.50%
Shelter Nights	102	209	161	29.81%
GED Exam Courses	0	63	61	3.28%
County Funding				
Estimated Local/ State/Fed Match	$306,221	$215,210	$211,209	1.89%

Agency Name: 211 (First Call for Help)/United Way)
FY 19/20 Appropriation Amount – $25,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Maintain a High Level of Customer Satisfaction for Individuals who Contact 2-1-1 for Assistance				
Calls Received over 7 Counties	13,555	21,650	21,662	-0.06%
Calls Received from Escambia County	8,357	16,306	17,888	-8.84%
Number of Adults in Need from Calls Received	21,762	20,537	20,154	1.90%
Number of Children in Need from Calls Received	9,658	14,151	14,428	-1.92%
Number of Seniors in Need from Calls Received	8,017	1,822	2,292	-20.51%
Number of Veterans in Need from Calls Received	1,126	485	642	-24.45%
2-1-1 Website Visits	47,741	156,088	139,082	12.23%
Sources Available through 2-1-1	1,801	2,100	2,100	0.00%
Number of Hurricane Michael disaster related calls received the first 10 weeks post landfall by 2-1-1	--	22,447	0	100.00%
NWFL, INDEPENDENT of the strictly 2-1-1 calls reported above				
Total calls received by 2-1-1 NWFL combined	15,733	44,097		

Agency Name: Visit Pensacola
FY 19/20 Appropriation Amount
$6,449,534.00

Goals & Metrics Scorecard:	4th Quarter FY 19/20	FY 18/19	FY 17/18	FY 20 4th Qtr % Change from FY 20 3rd Qtr	FY 20 4th Qtr Diff from FY 20 3rd Qtr
# of Visitors	643,373	2,909,359	2,330,000	23.1%	120,930
Direct Spending	306,280,400	644,000,000	839,000,000	56.6%	110,752,400
TDT Collections	4,330,833	12,335,694	11,600,000	69.7%	1,779,043
Occupancy	65%	70%	64%	25.0%	0
Average Daily Rate (ADR)	139.77	114.60	126.73	16.4%	20
Revenue Per Available Room (RevPar)	90.71	102.23	77.96	45.6%	28
Length of Stay	4.6	5.9	4.9	12.2%	1
Average Spend Per Party/Per Trip	1,613.28	1,381.00	1,989.00	14.8%	208
First-Time Visitors	23%	31%	355	-37.8%	(0)

*FY 18/19 was reported previously on a calendar year basis. Only 9 months. FY 18/19 has been updated to the full 12 months October 2018 to September 2019. VPI has changed research firms 04/01/2020 from Majority Opinion to Downs & St. Germain.

Agency Name: West Florida Historic Preservation Inc
FY 19/20 Appropriation Amount – $200,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Education School Children/Families about Escambia Co				
Number of School Children Served	6,052	14,500	13,208	9.78%
Attract and Share Art and History with the Tourism Audience				
Number of Site Visitors	78,720	178,933	173,578	3.09%
Collect, Preserve, Interpret and Share the Art and History of Escambia County/Northwest Florida				
Number of Volunteers	86	94	40	135.00%
Number of Volunteer Hours	2,052	7,200	6,600	9.09%

Agency Name: Naval Flight Academy
FY 19/20 Appropriation Amount – $100,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Provide a Showcase Experience and International Exposure				
for Pensacola and Escambia County				
Number of States Students From	0*	45	46	-2.17%
Number of Foreign Countries Students From	0*	17	13	30.77%
Number of US Territories Students From	0*	1	2	-50.00%
Number of Students	0*	3,501	3,478	0.66%
Number of Students from Escambia County	0*	944	854	10.54%
Expose Youth to STEM and Aviation-Related Employment in Our Immediate Area				
Inspire and Mentor Students with a Proactive Interest In STEAM and Improve their Performance in School				
***Inactivity in 4th Quarter reflects program suspension due to COVID-19.**				

Agency Name: PEDC
FY 19/20 Appropriation Amount – $600,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Business Development by Increasing the Number of				
Primary Sector Jobs	**Estimate**			
Economic impact estimates	85,861,836	764,000.00	33,500.00	-88.76%%
Number of new jobs created	264	1,377	137	-80.83%%
Cost per job	3,658	435	3,787	-740.92%
Workforce Development /Career Academy Enrollment	6,182	6,024	5,624	2.62%
Number of new businesses created	8	2	3	300.00%
State/Federal funds received	$2 mill EDA applied	60,000.00	3,100,000.00	N/A

Agency Name: Jr Achievement
FY 19/20 Appropriation Amount – $20,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Increase the Understanding and Importance of Personal				
Finance for K-12 Students				
Number of Classrooms Reached	71	101	105	-3.81%
Number of Students Impacted	1,698	1,531	1,601	-4.37%
Increase the Understanding of Workforce Preparedness for Students who represent the future workforce and enhance their employability; increase awareness of career choices				

Agency Name: School Readiness Program
FY 19/20 Appropriation Amount – $238,875.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Enroll Children in Quality Childcare				
Number of Children Enrolled in Childcare	104	85	68	25.00%
Total Number of Children Served	4,792	4,910	4,690	4.69%
Number of Parents Able to Obtain Employment	2,605	1,973	2,377	-17.00%
Increase the Percentage of Children to be Ready to Start Kindergarten				

Agency Name: Gulf Coast Minority Chamber
FY 19/20 Appropriation Amount – $60,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change	# Change
Increase in Registered Businesses					
Minority	455	219	65	236.92%	154
Women Owned Small Business	462	230	79	191.14%	151
Veteran Owned Small Business	178	87	38	128.95%	49
Economically Disadvantaged Woman Owned Small Business	68	0	0	0.00%	0
Service Disabled Veteran Owned Small Business	89	45	20	125.00%	25
African	206	102	34	200.00%	68
Hispanic	105	49	9	444.44%	40
Asian	97	44	15	193.33%	29
Native	30	19	4	375.00%	15
County Contracts Issued/Minorities					
Minority	0	0	0	0.00%	0
Women	0	0	0	0.00%	0
Veteran	0	0	0	0.00%	0
Service	0	0	0	0.00%	0
Disabled	0	0	0	0.00%	0
African	0	0	0	0.00%	0
Hispanic	0	0	0	0.00%	0
Asian	0	0	0	0.00%	0
Native	0	0	0	0.00%	0
Other Metrics & ROI					
Memberships	266*	211	178	11.64%	22
Contacts (not members but receive communication	977*	825	775	6.45%	60

*NOTE – The 4th Quarter metrics are following the same format as previous quarters in the 2019/2020 year.

Agency Name: Keep Pensacola Beautiful
FY 19/20 Appropriation Amount – $51,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Provide and Increase the Number of Adopt-A-Spot Program				
Number of Adopt-A-Spot Groups	22	20	19	5.26%
Number of Pounds of Litter Removed by Adopt-A-Spot	100	6,007	7,500	-19.91%
Work with Escambia County to Help with Roadside Litter and Blighted Properties				
Pounds of Roadside Litter Removed	2,120	18,766	20,000	-6.17%
CRA Cleanups	3	8	10	-20.00%
Code Enforcement Calls	0	5	3	66.67%
Court Ordered Community Service Hours	199	3,392	3,768	-9.98%
Reduce Litter in the Community with Removal and Efforts and Behavior Change				
America Recycles Day Event to Dispose of Old Tires **(N/A-did not perform this same event for ARD)**	1	0	250	-100.00%
Ink Cartridges Recycled	252	446	300	48.67%

Agency Name: Council On Aging
FY 19/20 Appropriation Amount – $45,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	FY18/19	FY17/18	% Change
Increase the # of New Participants Who Gain Access To Quality Food by 5% and Enhance the Quality of Life and Independence for Aging Adults				
# of New Participants	894	404		
Senior Dining Site Participants	1,115	1,162	1,101	5.54%
Senior Dining Site Meals Served	66,848	83,954	90,679	-7.42%
Meals on Wheels Participants	903	448	432	3.70%
Meals On Wheels Delivered	130,099	117,586	123,007	-4.41%
Case Management Recipients	220	255	214	19.16%
Case Management Hours	2,325.50	3,318	2,993	10.86%
Companionship Recipients	127	107	82	30.49%
Companionship Hours Provided	22,819.50	25,568	21,659	18.05%
In-Home Services Recipients	338	253	217	16.59%
In-Home Services Hours	71,763.25	77,400	69,400	11.53%

Agency Name: African American Heritage Society
FY 19/20 Appropriation Amount – $30,000.00

Goals & Metrics Scorecard:	4th Quarter FY To Date	3rd Quarter FY to Date	FY 18/19	FY 17/18	% Change
Increase Programs and Events for Cultural Tourism					
African American Heritage Society Center Visitors	425 Virtual Visitors	120 in Jan & Feb before closing for COVID in Mar	1,200	400	4th Qtr up 300% from 3rd Qtr due to Digital Shift
Enhance Programs that Diversity and Further The Society's Cultural Tourism Potential (Examples)					
Coulson House Museum Visitors	425 Virtual Visitors	120 in Jan & Feb before closing for COVID in Mar	1,200	400	4th Qtr up 300% from 3rd Qtr due to Digital Shift
Foo Foo Festival Storytell Program Attendees	This event is once per yr in Nov and has been cancelled by ACE for 2020.	N/A	294	100	*
Martin Luther King Plaza Presentation/Discussion	This event is in the 3rd Qtr of each year	65	10	75	
Escambia County Black History Month Program	This event is in the 3rd Qtr for each year	65	10	85	
Gallery Talk	10 students via Zoom, one from Indiana and one from Illinois, both out of state students learned of the program via social media. Parent's did cultural tour also virtually and have vowed to visit us in Pensacola after COVID.	210	140	120	N/A
Summer Heritage Scholars Program		75			
Satisfy Community Development Needs/Increase Partnerships with Local Diverse Institutions			1,269	3	
UWF Historic Trust: Black Citizenship Exhibit: Scheduled to open this Fall, 1st quarter of 2020/21.	More than 400 guests are anticipated with combination of live and virtual tour attendance.				
The United Way	80 Diversity training and workshop attendees re-planned due to COVID				

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18713 **County Administrator's Report 10. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Approval of Appropriations Agreements for PEDC, Escambia County Human Relations Commission and United Way
From: Amber McClure, Chief Budget Officer
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Appropriations Agreements for Pensacola-Escambia Promotion and Development Commission, Escambia County Human Relations Commission and United Way - Amber M. McClure, Chief Budget Officer, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2020/2021, Appropriations Agreements for Pensacola-Escambia County Promotion and Development Commission (PEDC), Escambia County Human Relations Commission (HRC) and United Way:

A. Approve the Interlocal Agreement Between Escambia County and Pensacola-Escambia County Promotion and Development Commission in the amount of $600,000, to be paid from the Local Option Sales Tax Fund (353), Cost Center 110277;

B. Approve the Miscellaneous Appropriations Agreement for Escambia County Human Relations Commission in the amount of $84,265, to be paid from the General Fund (001), Cost Center 110201;

C. Approve the Miscellaneous Appropriations Agreement for United Way in the amount of $86,190, to be paid from the General Fund (001), Cost Center 110201;

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

F. Authorize the execution of the necessary Purchase Orders.

Miscellaneous Appropriations Agreement for HRC to be distributed under separate cover

BACKGROUND:

The County makes payment in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of this Agreement is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2020/2021 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Senior Assistant County Attorney Kristin D. Hual has reviewed and approved the Agreements for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of the Appropriations Agreements are necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Interlocal Agreement-PEDC
Miscellaneous Appropriations Agreement-United Way

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO THE FY 2020-2021 FUNDING OF PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION.

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as the "City") with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as a "party").

WITNESSETH:

WHEREAS, the County and the City have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the Board of County Commissioners of Escambia County and the Pensacola City Council are authorized by §163.01, Florida Statutes, to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, as the governing bodies of the County and the City, they recognize the leadership roles they play in assisting and guiding the development of the County's local economy and improving its economic base; and

WHEREAS, Chapter 89-481, Laws of Florida, restructured funding responsibilities of local governments to the Pensacola-Escambia County Promotion and Development Commission (hereinafter referred to as "PEDC"); and

WHEREAS, the County and the City are recognized in Chapter 89-481 as the leading governmental bodies supporting economic development in Escambia County, along with the Town of Century and the private sector, through their PEDC membership; and

WHEREAS, PEDC economic development activities are broadly recognized to include business and industry recruitment and retention, tourism promotion and development, and armed services support, which all serve critical public purposes; and

WHEREAS, as a result, Escambia County and the City of Pensacola now jointly find it advantageous and appropriate to contribute their fiscal resources to the PEDC programs and activities.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the County and the City agree as follows:

Article 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Pursuant to the requirements of Chapter 89-481, Laws of Florida, the County, in cooperation with the City, hereby establishes a financial framework for shared funding responsibilities of the Pensacola-Escambia County Promotion and Development Commission for FY 2020-2021.

Article 2
Responsibilities of Parties

2.1 As set out in Chapter 89-481, Laws of Florida, the fiscal contribution of the City and the Fiscal contribution of the County are to be established yearly by Interlocal Agreement. Therefore, the City and the County agree for FY 2020-2021 that the County shall contribute to the PEDC the amount of Six Hundred Thousand Dollars ($600,000.00) and the City shall contribute to the PEDC the amount of and One Hundred Seventy-Five Thousand Dollars ($175,000.00). Each shall reflect such contributions in their respective budgets.

2.2 This Agreement shall bind the parties beginning October 1, 2020 with respect to their PEDC FY 2020-2021 budgetary contributions. However, contributions for the FY 2020-2021 PEDC budget and any subsequent budget years thereafter shall be in an amount agreed upon between the parties in separate and subsequent interlocal agreements as provided under Chapter 89-481, Laws of Florida.

2.3 The PEDC is intended to be a private-public partnership and united effort for economic development in Escambia County. To accomplish this goal, the parties also agree to encourage voluntary contributions to the PEDC from the private sector sources.

2.4 This Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

Article 3
General Provision

3.1 **Termination:** This Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.

3.2 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.3 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.4 All Prior Agreements Superseded:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.5 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.6 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.7 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.8 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their

respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the City discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the City shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

3.9 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.10 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.11 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY	**TO THE CITY**
Janice P. Gilley County Administrator 221 Palafox Place Post Office Box 1591 Pensacola, FL 32597	Keith Wilkins City Administrator Post Office Box 12910 Pensacola, FL 32521

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

3.13 Liability: The parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The County and City, as local government bodies of the State of Florida, agree to be fully responsible their individual negligent acts

or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.

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

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC APPROVED: _____

Date: _____

_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 09-30-2020

CITY:
The City of Pensacola, a Florida Municipal Corporation

By: _____
Grover C. Robinson, IV, Mayor

ATTEST: Ericka Burnett
Clerk of the City
of Pensacola

Ericka L. Burnett
Clerk

Date: 10-27-2020

APPROVED AS TO FORM AND EXECUTION

By: _____
City Attorney

Dated: 10-27-20

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND UNITED WAY OF WEST FLORIDA, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and United Way of West Florida, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-0651076, with a principal address of 1301 West Government Street, Pensacola, Florida 32501 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County by coordinating the provision of essential services that effectively leverage local resources and community partnerships to create positive changes in the education, health and financial stability of Escambia County citizens; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2020/21 (October 1 through September 30), the sum of **$86,190.00** to conduct the program generally described as *"Community Investment to Improve Lives"* and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

H) To provide monthly report of program expenditures on or before the 10th day of each month to include an itemization of eligible expenditures.

Section 3. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 4. The term of this Agreement shall commence on October 1, 2020, and expire on the 30th day of September 2021, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 5. For the County's current Fiscal Year (FY) 2020/21 (October 1 through September 30), the County agrees to pay the Recipient the sum of **$86,190.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 6. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 7. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2020-2021 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 8. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 9. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2021, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 10. This Agreement will apply to all funds appropriated during the Fiscal Year ending September 30, 2021, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SAC A

Date: 10-08-2020

UNITED WAY OF WEST FLORIDA, INC.

By: _____

Title: President | CEO

Date: 10/9/2020

Attest:
Maria Rivera
Corporate Secretary

EXHIBIT A

2020/2021 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
United Way of West Florida, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF THE **UNITED WAY OF WEST FLORIDA, INC.**.. **$86,190.00**

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

United Way of West Florida, Inc. will coordinate the provision of essential services that effectively leverage local resources and community partnerships to create positive changes in the education, health and financial stability of Escambia County citizens through the Community Investment Program for Escambia County.

The Community Investment Program is a comprehensive community investment process through which Escambia County volunteers review applications, tour nonprofit agencies, and listen to oral presentations to determine where County resources are invested in collaborative work that benefits local citizenry. United Way of West Florida, Inc. manages the process; and nonprofit agencies are required to demonstrate positive outcomes on a quarterly basis, that prove they are having impacts in education, health, and financial stability.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18834 **County Administrator's Report 10. 29.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Volunteer Firefighters Pay Instructions for Hurricane Sally
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

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

That the Board authorize the 20 remaining Volunteer Firefighters that submitted an ICS 214 Form that did not meet the minimum requirement of 72 hours but had worked in support of Hurricane Sally Fire Rescue efforts to receive the additional stipend payment, in the amount of $200.

The Public Safety Director is requesting that the Board waive the policy and authorize the other (20) volunteer firefighters who did not meet the minimum 72 hour requirement or work a minimum of 70 hours (as previously approved) to receive the stipend of $200. ECFR members responded to multiple calls from volunteer stations and worked diligently to clear roadways and provide public safety. Members completed their paperwork and have been identified as having participated in response efforts.

BACKGROUND:

Florida Governor Ron DeSantis declared a State of Emergency in two Counties as Hurricane Sally emerged closer to land on Monday, September 14, 2020. Several Volunteer Firefighters mobilized to provide mutual aid to the County.

In keeping with the Standard Operating Guidelines for the Administration of the Volunteer Firefighter Stipend Program, Section IV, A.3, Board Action is required for the Volunteer Firefighters to get paid a one-time supplemental stipend payment of $200.

BUDGETARY IMPACT:

The estimated impact for all additional payments associated with this event will not exceed $4,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

Senior Assistant County Attorney, Kristin Hual, advised that the Public Safey Director submit a Recommendation requesting the Board waive the policy and authorize the other (20) employees who did not meet the minimum 72 hour requirement or work a minimum of 70 hours (as previously approved) to receive the stipend of $200.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18831 **County Administrator's Report 10. 30.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Approval to Issue Fiscal Year 2020-2021 Purchase Order For EMS in Excess of $25,000
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

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

That the Board, for Fiscal Year 2020/2021, approve the issuance of an individual Purchase Order, in excess of $25,000, based upon quotes obtained utilizing Florida Department of Management Services, Alternate Contract Source Contract, for the Public Safety Department, as follows:

Vendor/Contractor	Amount	Contract Number
Henry Schein, Inc. Vendor #: 131760 Medical Supplies Fund 110, Grants Cost Center: 330305 EMS CARES ACT	$139,800.38	Department of Management Services Contract No: 42000000-18-ACS

[Funding Source: Fund 110, Grants, Cost Center 330305, EMS CARES Act]

Escambia County EMS received $395,998 to support COVID related expenses in Fiscal Year 2019/2020. These funds will be utilized to purchase: Cardiac Arrhythmia Simulators that will show heart rhythms; Eitan Sapphire Infusion Pumps which will be used to regulate IV's; Carefusion Ventilator which is a respiratory therapy breathing machine; and Lifeline ARM which is a IV mannequin. All items

are for medical care and to assist Escambia County EMT's and Paramedics to train for, respond to, treat, and transport patients.

BACKGROUND:

Lifeline ARM Automated Chest Compression (ACC) device is for performing mechanical chest compressions. Effective cardiopulmonary resuscitation (CPR) requires a high level of excellence in order to have an impact on the survival rate of a cardiac arrest victim. In an emergency situation, the Lifeline ARM when used as an adjunct to manual CPR, provides extended CPR with minimal interruptions when fatigue, insufficient personnel, or patient transport (e.g., ambulance, intra-hospital) may prohibit the delivery of effective/consistent compressions to the victim.

The current IV pumps used are becoming out dated to deliver and monitor medications. These are a must for patient safety. By using IV pumps, medicine is delivered with accuracy.

Critical care/transport ventilators are designed to duplicate the advanced functions of acute care ventilators. Most can deliver CPAP and/or BiPAP, and are suitable for EMS and ICU patients during transportation between hospitals. These ventilators give the ability to take better care of and increase the patients positive outcome. We are seeing more patients everyday needing ventilator management. During COVID ventilators are needed to manage patients. We currently only have one vent in inventory with the purchase of five more, we can more effectively manage our community's needs

This Cardiac Arrhythmia Simulator allows for training to better educate incoming and existing employees to better recognize life threatening heart problems.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Henry Schein, Inc. Vendor #: 131760 Medical Supplies Fund 110, Grants Cost Center: 330305 EMS CARES ACT	$139,800.38	Department of Management Services Contract No: 42000000-18-ACS

[Funding Source: Fund 110, Grants, Cost Center 330305, EMS CARES Act]

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal sign-off was not required for this Recommendation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts. Per the guidance received at the October 3, 2019, Board meeting, all purchases over $25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The Public Safety Department will work with the Purchasing Office staff to prepare the Purchase Order as needed.

Attachments

Quotes

Contract Renewal 42000000-18-ACS

HENRY SCHEIN®
MEDICAL | EMS

135 DURYEA ROAD
MELVILLE, NY 11747

Quote Confirmation

SHIP TO:

Escambia Co Public Safety
6575 N W St
Rayme M Edler
Pensacola FL 325051714

BILL TO:

Escambia Co Public Safety
6575 North W St
Pensacola FL 325051714

Escambia Co Public Safety
6575 North W St
Pensacola, FL 32505-1714

ACCOUNT #	TOTAL AMOUNT
1223892	1,765.90
ORDER NUMBER	ORDER DATE
96218800 SQ	10/21/20
PAGE #	...
1	

LINE NO	ITEM CODE	UNIT SIZE DRUG CLASS	DESCRIPTION & STRENGTH	QTY. ORD SHIPPED	SHIPPING DETAILS CUSTOMER P.O.#	UNIT PRICE	EXTENSION
			MMCAP CONTRACT 42000000-18ACS				
1	1067086	Ea	Code Arrhythmia Simulator 12 Lead	2		882.95	1,765.90
			1.000	2	MMCAP42000000-1		

Quote Confirmation

ACCOUNT #	TOTAL AMOUNT
1223892	1,765.90
ORDER NUMBER	ORDER DATE
96218800 SQ	10/21/20
PAGE #	...
1	

HENRY SCHEIN®
MEDICAL | EMS

135 DURYEA ROAD
MELVILLE, NY 11747

Quote Confirmation

SHIP TO:

Escambia Co Public Safety
6575 N W St
Rayme M Edler
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BILL TO:

Escambia Co Public Safety
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Pensacola FL 325051714

Escambia Co Public Safety
6575 North W St
Pensacola, FL 32505-1714

ACCOUNT #	TOTAL AMOUNT
1223892	9,165.00
ORDER NUMBER	ORDER DATE
96219302 SQ	10/21/20
PAGE #	...
1	

LINE NO	ITEM CODE	UNIT SIZE DRUG CLASS	DESCRIPTION & STRENGTH	QTY. ORD SHIPPED	SHIPPING DETAILS CUSTOMER P.O.#	UNIT PRICE	EXTENSION
			MMCAP CONTRACT 42000000-18ACS				
1	7006227	Ea	Eitan Sapphire Infusion P	4		2,268.75	9,075.00
		PU	1.000	4	MMCAP CONTRACT		
2	7006228	Ea	Communication Cable f/Sap	1		90.00	90.00
			2.000	1	MMCAP CONTRACT		

ACCOUNT #	TOTAL AMOUNT
1223892	9,165.00
ORDER NUMBER	ORDER DATE
96219302 SQ	10/21/20
PAGE #	...
1	

Quote Confirmation

HENRY SCHEIN®
MEDICAL | EMS

135 DURYEA ROAD
MELVILLE, NY 11747

Quote Confirmation

SHIP TO:

Escambia Co Public Safety
6575 N W St
Rayme M Edler
Pensacola FL 325051714

BILL TO:

Escambia Co Public Safety
6575 North W St
Pensacola FL 325051714

Escambia Co Public Safety
6575 North W St
Pensacola, FL 32505-1714

ACCOUNT #	TOTAL AMOUNT
1223892	64,544.10
ORDER NUMBER	ORDER DATE
96219063 SQ	10/21/20
PAGE #	...
1	

LINE NO	ITEM CODE	UNIT SIZE DRUG CLASS	DESCRIPTION & STRENGTH	QTY. ORD SHIPPED	SHIPPING DETAILS CUSTOMER P.O.#	UNIT PRICE	EXTENSION
			MMCAP 42000000-18ACS				
1	7006230	Ea	Carefusion Ventilator LTV	5		12,908.82	64,544.10
		PU	1.000	5	MMCAP CONTRACT		

Quote Confirmation

ACCOUNT #	TOTAL AMOUNT
1223892	64,544.10
ORDER NUMBER	ORDER DATE
96219063 SQ	10/21/20
PAGE #	...
1	

HENRY SCHEIN®
MEDICAL | EMS

135 DURYEA ROAD
MELVILLE, NY 11747

Quote Confirmation

SHIP TO:

Escambia Co Public Safety
6575 N W St
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Pensacola FL 325051714

BILL TO:

Escambia Co Public Safety
6575 North W St
Pensacola FL 325051714

Escambia Co Public Safety
6575 North W St
Pensacola, FL 32505-1714

ACCOUNT #	TOTAL AMOUNT
1223892	64,325.38
ORDER NUMBER	ORDER DATE
96162732 SQ	10/21/20
PAGE #	...
1	

LINE NO	ITEM CODE	UNIT SIZE DRUG CLASS	DESCRIPTION & STRENGTH	QTY. ORD SHIPPED	SHIPPING DETAILS CUSTOMER P.O.#	UNIT PRICE	EXTENSION
			contract 42000000-18-ACS				
1	7002234	Ea	Lifeline ARM	7		7,716.64	54,016.48
		PU	1.000	7	42000000-18-ACS		
2	7004274	Ea	Lifeline ARM Backpack Car Tactical	7		325.22	2,276.54
			2.000	7	42000000-18-ACS		
3	7001448	Ea	Battery Charging Station	7		642.95	4,500.65
			3.000	7	42000000-18-ACS		
4	7001451	Ea	Battery Pack for ARM-RMU-	7		434.94	3,044.58
			4.000	7	42000000-18-ACS		
5	7002238	3/Pk	Lifelin ARM Patient Inter	7		69.59	487.13
			5.000	7	42000000-18-ACS		

ACCOUNT #	TOTAL AMOUNT
1223892	64,325.38
ORDER NUMBER	ORDER DATE
96162732 SQ	10/21/20
PAGE #	...
1	

Quote Confirmation

DocuSign Envelope ID: 514DCD99-5F8B-488A-A450-C5FBC05E82E1

AMENDMENT NO.: 2
Contract Renewal
Contract No.: 42000000-18-ACS
Contract Name: Medical Supplies

This Amendment ("Amendment"), effective as of June 26, 2020, to the Medical Supplies Contract, No. 42000000-18-ACS ("Contract"), is made by and between the State of Florida, Department of Management Services ("Department"), and Henry Schein Medical, a division of Henry Schein, Inc. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein have the meanings assigned to them in the Contract unless otherwise defined herein.

WHEREAS, the Department entered into the above-referenced Contract with the Contractor for the provisions of medical supplies on October 23, 2018;

WHEREAS, the underlying Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) contract no. MMS18016 (Master Agreement) was amended to extend the term of the Master Agreement through June 25, 2021, as set forth in Exhibit A; and

WHEREAS, the Parties wish to renew the Contract in accordance with Article 4, section 2, of the Master Agreement.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Scrutinized Companies. By entering into this Amendment, the Contractor certifies that: 1) it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; 2) it does not have business operations in Cuba or Syria; and 3) it is not participating in a boycott of Israel.

II. Contract Renewal. Pursuant to section 2 of Article 4 of the Master Agreement, the Master Agreement was extended for a period of one year, with a new expiration date of June 25, 2021. In accordance with the "Term" section of the Contract, this Contract also remains in effect until June 25, 2021.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

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State of Florida:
Department of Management Services

By: DocuSigned by: Tami Fillyaw 991459A211104A3...

Name: Tami Fillyaw

Title: Chief of Staff

Date: 5/27/2020 | 4:32 PM EDT

Contractor:
Henry Schein, Inc.

By: Nancy A. Lanni

Name: Nancy A. Lanni

Title: Vice President, Healthcare Services

Date: 5/27/2020

DocuSign Envelope ID: 514DCD99-5F8B-488A-A450-C5FBC05E82E1

Exhibit A

MMS18016
Amendment #8
Tendered: January 22, 2020

AMENDMENT NO. 8 TO MMCAP INFUSE CONTRACT NO. MMS18016

THIS AMENDMENT NO. 8 ("**Amendment**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of the MMCAP Infuse f/k/a Minnesota Multistate Contracting Alliance for Pharmacy ("**MMCAP Infuse**") and **Henry Schein Medical, a division of Henry Schein Inc.**, a corporation with an address of 135 Duryea Road, Melville, New York 11747 ("**Vendor**").

RECITALS

WHEREAS, MMCAP Infuse and Vendor entered into MMS18016 on June 25, 2018, as amended (collectively, the "**Original Contract**");

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Original Contract and have agreed to amend the Original Contract to reflect said changes;

WHEREAS, besides the terms and conditions of the Original Contract amended in this Amendment, the Original Contract remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Original Contract shall be amended as follows:

Capitalized Terms; Definitions; Conditions. The Original Contract and Amendment shall be read together as one document. Any capitalized terms used in Amendment that are defined in the Original Contract will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Original Contract and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Original Contract will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

Clause Modifications:

Revision 1: *ARTICLE 4: CONTRACT TERMS AND CONDITIONS* clause *2. Contract Expiration Date* in the Original Contract is deleted in its entirety and replaced with the following:

> **2. Contract Expiration Date**
> June 25, 2021; the Contract may be extended for up to two (2) additional one (1) year periods upon execution of a written amendment and acceptance of both parties.

Revision 2: The second sentence of ARTICLE 4: CONTRACT TERMS AND CONDITIONS, Clause 23.6 in the Original Contract is deleted in its entirety and replaced with the following:

> 23.6 In the event that a court of competent jurisdiction orders Vendor to disclose its insurance policy(ies) in connection with discovery during litigation brought as a result of a dispute between the parties, Vendor agrees to adhere to such court's order with respect to disclosure of such policy(ies).

Attachment A Modifications:

Revision 3: Attachment A of the Original Contract is removed and replaced with a new *Attachment A: Products and Services Pricing*, which is attached and incorporated as Exhibit 1 of this Amendment.

[End of Amendment; Signature Page Follows]

http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx
Accurate as of March 4, 2020
The most current version is at:

DocuSign Envelope ID: 514DCD99-5F8B-488A-A450-C5FBC05E82E1

Except as herein amended, the provisions of the Original Contract between the parties are hereby expressly reaffirmed and remain in full force and effect.

VENDOR: Henry Schein Medical, a division of Henry Schein Inc.

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Nancy A. Lanni

Signature: Nancy A. Lanni

Title: VP, Healthcare Services

Date: 3/3/2020

STATE OF MINNESOTA FOR MMCAP INFUSE

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: James Bibb

Signature:

Date: March 3, 2020

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: Jennifer VanderHaats

Signature: Jennifer VanderHaats

Date: 3/4/2020

http://www.mmd.admin.state.mn.us/MMCAP/Contracts/Default.aspx
The most current version is at:
Accurate as of March 4, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18741 **County Administrator's Report 10. 31.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Blanket Order for Dell Marketing LP
From: Bart Siders, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the approval of a Blanket Order with Dell Marketing LP in the amount of $250,000 - Bart Siders, Information Technology Department Director

That the Board take the following action:

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

B. Authorize the issuance of a Blanket Order for the purchase of new personal computers and other hardware to replace existing equipment for the Information Technology Department of Escambia County, Florida, to Dell Marketing LP, in the amount of $250,000, according to the specifications outlined in Contract # 43211500-WSCA-15-ACS.

Vendor/Contractor	Amount	Contract Number
Dell Market LP Vendor # 040517 Replacement of equipment using Standard Hardware Catalog Fund: 001 Cost Center: 270102 Object Code: 55201	$250,000	Contract # 43211500-WSCA-15-ACS Effective April 1, 2020, and is renewed through July 31, 2021

BACKGROUND:

The Recommendation will be for allocating funds to replace old and aging equipment within Escambia County. The Information Technology Department will use this Blanket Order to replace as many of the 8 to 10 year old PC devices as possible. All orders will be placed using our standard hardware catalog.

Escambia County BOCC Standard Hardware Catalog:

1	OptiPlex 3070 Tower and Small Form Factor	I5 (8th Gen), 8GB Ram, M.2 SSD, 3yr Basic	$686.84
2	Dell Precision 3630T CAD Workstation	I7 (8th Gen), 16GB Ram, SATA SSD, 3yr Basic	$925.42
3	Dell Precision 5820T ADV Workstation	XEON W-2102, 32GB Ram, SATA SSD, 3yr Basic	$1,425.71
4	Latitude 3310 2-in-1 Tablet	I5 (8th Gen), 8GB Ram, M.2 SSD, 3yr Basic	$910.26
5	*Latitude 5511 ADV w/dock Note: includes WD19TB	I7 (10th Gen), 16GB Ram, M.2 SSD, 3yr Basic	$1,611.59 Note: Includes WD19TB
6	Latitude 5510	I% (10th Gen), 8GB Ram, M.2 SSD, 3yr Basic	$958.43
7	Dell Dock-WD19	Dell Dock WD19 130W	$169,99
8	Dell Thunderbolt Dock - WD19TB	Dell Dock WD19TB 180W	$213.05
9	Dell 27" Monitor - P2719H		$207.89
10	Dell 22" Monitor - P2219H		$149.00

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Dell Market LP Vendor # 040517 Replacement of equipment using Standard Hardware Catalog Fund: 001 Cost Center: 270102 Object Code: 55201	$250,000	Contract # 43211500-WSCA-15-ACS Effective April 1, 2020, and is renewed through July 31, 2021

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Information Technology Department will create a Blanket Order with Dell Marketing LP, and work to replace the old and aging equipment within Escambia County.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18819 **County Administrator's Report 10. 32.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Recommendation Concerning Cisco SmartNet License Renewal
From: Bart Siders, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of a Purchase Order with PC Specialists d/b/a Technology Integration Group, for the Cisco SmartNet License Renewal - Bart Siders, Information Technology Department Director

That the Board authorize the issuance of a Purchase Order, in excess of $25,000, based upon Quote # 044722 for the renewal of the annual support and maintenance of the Cisco SmartNet licenses.

Vendor/Contractor	Fund	Amount	Contract Number
PC Specialists dba/Technology Integration Group Vendor # 150525	Fund: 001 Cost Center: 270102 Object Code: 54601	$98,914.13	Renewal Quote Contract # FL # 43220000-WSCA-14-ACS

Note: Pricing obtained through a competitively bid FL # 43220000-WSCA-14-ACS Contract.

BACKGROUND:

This is for the Cisco SmartNet annual support and maintenance of the software and hardware for network switches, wireless, and VOIP equipment.

BUDGETARY IMPACT:

Vendor/Contractor	Fund	Amount	Contract Number

PC Specialists dba/Technology Integration Group Vendor # 150525	Fund: 001 Cost Center: 270102 Object Code: 54601	$98,914.13	Renewal Quote Contract # FL # 43220000-WSCA-14-ACS

Note: Pricing obtained through a competitively bid FL # 43220000-WSCA-14-ACS Contract.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will issue a Purchase Order as soon as possible upon Board Approval.

Attachments

Renewal

TIG
Technology Integration Group.

Quote Date: 10/22/2020
Quote Expiration: 11/13/2020
Account Manager: Heather Riechmann
SMARTnet Specialist:

Cisco SMARTnet Maintenance 1 Year Option

Company:	Escambia County Florida Board of County Commissioners		
Name:	Scott MacDonald	**Email:**	SDMACDON@myescambia.com
Address:	221 PALAFOX PLACE RM 210	**Phone:**	850-595-4686
City, State:	Pensacola,Fl. 32501		

FL #43220000-WSCA-14-ACS

Old Contract #	END OF SUPPORT DATE	CONTRACT #	Part Number	Serial Number/Instance Pak #	Street Address	City, ST, Zip			Begin Date *	End Date *	QTY	SLA	NASPO Total Approved Ceiling Price	Per Item Prorated Ceiling Price
SMARTnet 8x5xNBD Advanced Hardware Replacement (SNT)														
		203142160	ASA5506-K9	JMX193641GW	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 107.10	$ 107.10
		203142160	ASA5506-K9	JMX2038Y0YF	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 107.10	$ 107.10
	31-AUG-2022	203142160	ASA5515-K9	FGL163240M0	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 620.10	$ 620.10
	30-SEP-2025	203142160	ASA5525-K9	FTX174710JE	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 1,103.93	$ 1,103.93
	30-SEP-2025	203142160	ASA-IC-6GE-SFP-B	FTX1749M064	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 648.00	$ 648.00
	30-SEP-2023	203142160	CISCO1941/K9	FJC2127L33V	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 136.80	$ 136.80
	31-DEC-2022	203142160	CISCO2921-SEC/K9	FCZ172460NL	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 673.20	$ 673.20
	31-DEC-2022	203142160	CISCO3925/K9	FTX1612ALS2	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 1,348.20	$ 1,348.20
		203348141	CP-7821-K9=	multiple	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	22-JUN-2021	04-JAN-2022	110	SNT	$ 534.33	$ 4.86
		203142160	CP-8811-K9=	multiple	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	4	SNT	$ 57.60	$ 14.40
	31-OCT-2024	203142160	CP-8831-K9=	multiple	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	5	SNT	$ 252.00	$ 50.40
		203353349	CP-8832-K9	multiple	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	24-JUN-2021	04-JAN-2022	30	SNT	$ 1,269.37	$ 42.31
		203142160	CP-8851-K9=	multiple	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	4	SNT	$ 72.00	$ 18.00
		203142160	CP-8865-K9=	multiple	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	3	SNT	$ 67.50	$ 22.50
203142160			CP-BEKEM=	FCH21012FDF	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 11.57	$ 11.57
203142160			CP-BEKEM=	FCH21012EKU	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 11.57	$ 11.57
203142160			CP-BEKEM=	FCH21012EC5	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 11.57	$ 11.57
203142160			CP-BEKEM=	FCH21012EBW	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 11.57	$ 11.57
203142160		31-MAY-2024	N5K-C5548UP-FA	SSI15190656	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 1,512.00	$ 1,512.00
203142160		31-MAY-2024	N5K-C5548UP-FA	SSI1519065K	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 1,454.40	$ 1,454.40
203142160		31-MAY-2024	N5K-C5548UP-FA	SSI153202BP	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 1,454.40	$ 1,454.40
203142160		31-MAY-2024	N5K-C5548UP-FA	SSI152801Z8	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 1,454.40	$ 1,454.40
203142160			VG204XM	FCH1744R09L	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 108.00	$ 108.00
203142160			VG204XM	FCH2103S03E	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 108.00	$ 108.00
203142160			VG204XM	FCH2102S00A	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 108.00	$ 108.00
203142160			VG204XM	FCH2101S08Z	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 108.00	$ 108.00
203142160			VG204XM	FCH2102S014	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 108.00	$ 108.00
203348856			VG204XM	FCH2417R01J	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	01-JUL-2021	04-JAN-2022	1	SNT	$ 55.63	$ 55.63
203348856			VG204XM	FCH2417R00E	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	01-JUL-2021	04-JAN-2022	1	SNT	$ 55.63	$ 55.63
203348856			VG204XM	FCH2417T014	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	01-JUL-2021	04-JAN-2022	1	SNT	$ 55.63	$ 55.63
203348856			VG204XM	FCH2417R00N	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	01-JUL-2021	04-JAN-2022	1	SNT	$ 55.63	$ 55.63
203142160			WS-C3650-24PS-E	FDO1936P0X9	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 595.57	$ 595.57
203142160			WS-C3850-12S-E	FOC1914X0RW	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 826.02	$ 826.02
203142160			WS-C3850-12S-E	FCW2232C148	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 826.02	$ 826.02
203142160			WS-C3850-12S-E	FOC2232X0W2	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 826.02	$ 826.02
203142160			WS-C3850-12S-S	FCW2231C14V	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 689.23	$ 689.23
203142160		31-OCT-2025	WS-C3850-24P-E	FCW2002C0SF	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 778.88	$ 778.88
203142160		31-OCT-2025	WS-C3850-24P-E	FCW2002D0DY	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 778.88	$ 778.88
203142160		31-OCT-2025	WS-C4500X-16SFP+	JAE173009VC	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 1,179.00	$ 1,179.00
203142160		31-OCT-2025	WS-C4500X-16SFP+	JAE17380AEJ	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 1,179.00	$ 1,179.00
203142160		31-OCT-2025	WS-C4507R+E	FOX1525G74G	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 2,820.46	$ 2,820.46
203142160		31-OCT-2025	WS-C4507R+E	FOX1525G76A	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 2,820.46	$ 2,820.46
203142160		31-OCT-2025	WS-C4507R+E	FOX1525G76S	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNT	$ 2,820.46	$ 2,820.46
SMARTnet Solution Support 8x5xNBD Advanced Hardware Replacement (SSSNT)														
		203348856	VG202XM	FCH2419T00G	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	01-JUL-2021	04-JAN-2022	1	SSSNT	$ 46.82	$ 46.82
		203347903	VG204XM	FCH2417R01W	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	01-JUL-2021	04-JAN-2022	1	SSSNT	$ 77.88	$ 77.88
		203347903	VG204XM	FCH2417T03D	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	01-JUL-2021	04-JAN-2022	1	SSSNT	$ 77.88	$ 77.88

	203347903	VG204XM	FCH2417T02Z	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	01-JUL-2021	04-JAN-2022	1	SSSNT	$	77.88	$	77.88
	203347903	VG204XM	FCH2417R04B	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	01-JUL-2021	04-JAN-2022	1	SSSNT	$	77.88	$	77.88
	203347903	VG204XM	FCH2417T033	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	01-JUL-2021	04-JAN-2022	1	SSSNT	$	77.88	$	77.88
	203347903	VG204XM	FCH2417T01N	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	01-JUL-2021	04-JAN-2022	1	SSSNT	$	77.88	$	77.88
	203347903	VG204XM	FCH2417T031	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	01-JUL-2021	04-JAN-2022	1	SSSNT	$	77.88	$	77.88
	203347903	VG204XM	FCH2417R039	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	01-JUL-2021	04-JAN-2022	1	SSSNT	$	77.88	$	77.88
	203347903	VG204XM	FCH2417R01V	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	01-JUL-2021	04-JAN-2022	1	SSSNT	$	77.88	$	77.88
	203347903	VG204XM	FCH2417T036	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	01-JUL-2021	04-JAN-2022	1	SSSNT	$	77.88	$	77.88
		SMARTnet Solution Support 8x5x4HR Advanced Hardware Replacement (SNTE)													
	203348856	BE7M-M5-K9	WMP242200QE	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	05-AUG-2021	04-JAN-2022	1	SNTE	$	262.81	$	262.81
	203348856	BE7M-M5-K9	WMP242200GV	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	05-AUG-2021	04-JAN-2022	1	SNTE	$	262.81	$	262.81
	203348856	VG310-RF	FCZ2335M0DS	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	03-JUL-2021	04-JAN-2022	1	SNTE	$	316.00	$	316.00
		SMARTnet Solution Support 24x7x4HR Advanced Hardware Replacement (SNTP)													
	203348856	ISR4431/K9	FJC2427D03V	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	04-JUL-2021	04-JAN-2022	1	SNTP	$	791.75	$	791.75
	203348856	ISR4431/K9	FJC2427D03W	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	04-JUL-2021	04-JAN-2022	1	SNTP	$	791.75	$	791.75
	203142160	N20-C6508-UPG	FOX1627GLE4	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNTP	$	315.90	$	315.90
	203142160	N20-C6508-UPG	FOX1625GBRM	221 PALAFOX PLACE RM 210	PENSACOLA	FL	32501	05-JAN-2021	04-JAN-2022	1	SNTP	$	315.90	$	315.90
		SMARTNet Software: Application Minor and Major Upgrade Coverage(ECMU)													
	203348856	CUBE-T-STD	multiple	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	04-JUL-2021	04-JAN-2022	400	ECMU	$	3,101.92	$	7.75
	203142160	ER10-USR-1	multiple	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	05-JAN-2021	04-JAN-2022	30	ECMU	$	54.00	$	1.80
	203347903	ER10-USR-1	multiple	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	23-JUN-2021	04-JAN-2022	150	ECMU	$	144.99	$	0.97
	203348856	ER10-USR-1	multiple	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	24-JUN-2021	04-JAN-2022	690	ECMU	$	663.53	$	0.96
	203142160	ER90-USR-10-ADD	5087857446	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	05-JAN-2021	04-JAN-2022	2	ECMU	$	64.80	$	32.40
	203142160	ER-USR-LIC-10-ADD	multiple	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	05-JAN-2021	04-JAN-2022	37	ECMU	$	1,198.80	$	32.40
31-JAN-2024	203142160	L-ANLG-DEV-UWL	multiple	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	05-JAN-2021	04-JAN-2022	20	ECMU	$	126.00	$	6.30
	203142160	LIC-CUCM-10X-ENH-A	multiple	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	05-JAN-2021	04-JAN-2022	55	ECMU	$	1,831.50	$	33.30
	203347903	LIC-CUCM-10X-ESS-A	5086931761	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	05-JAN-2021	04-JAN-2022	13	ECMU	$	81.90	$	6.30
	203347903	LIC-CUCM-12X-BAS	5475807177	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	23-JUN-2021	04-JAN-2022	110	ECMU	$	1,222.72	$	11.12
	203348856	LIC-CUCM-12X-BAS	5476022186	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	24-JUN-2021	04-JAN-2022	590	ECMU	$	6,524.75	$	11.06
	203348856	LIC-CUCM-12X-ENH	5476021144	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	24-JUN-2021	04-JAN-2022	30	ECMU	$	533.71	$	17.79
	203347903	LIC-CUCM-12X-ESS	5475807179	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	23-JUN-2021	04-JAN-2022	40	ECMU	$	135.32	$	3.38
	203348856	LIC-CUCM-12X-ESS	5476022190	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	24-JUN-2021	04-JAN-2022	70	ECMU	$	235.60	$	3.37
31-JAN-2024	203142160	LIC-UWL-STD1	multiple	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	05-JAN-2021	04-JAN-2022	857	ECMU	$	43,192.80	$	50.40
	203142160	L-PUB-IP-DEV-UWL	multiple	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	05-JAN-2021	04-JAN-2022	4	ECMU	$	61.20	$	15.30
	203142160	UNITYCN10-STD-USR	1727420795	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	05-JAN-2021	04-JAN-2022	30	ECMU	$	405.00	$	13.50
	203347903	UNITYCN12-STD-USR	5475807947	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	23-JUN-2021	04-JAN-2022	110	ECMU	$	797.42	$	7.25
	203348856	UNITYCN12-STD-USR	5475941987	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	24-JUN-2021	04-JAN-2022	590	ECMU	$	4,255.27	$	7.21
	203142160	UWL-10X-STD	5087858362	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	05-JAN-2021	04-JAN-2022	7	ECMU	$	352.80	$	50.40
30-NOV-2023	203348856	VMW-VS6-FND-K9	5491203764	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	05-AUG-2021	04-JAN-2022	1	ECMU	$	113.18	$	113.18
30-NOV-2023	203348856	VMW-VS6-FND-K9	5491203769	223 S PALAFOX ST STE 400	PENSACOLA	FL	32502	05-AUG-2021	04-JAN-2022	1	ECMU	$	113.18	$	113.18

Smartnet Annual Maintenance Total	**$**	**98,914.13**

Name	Signature	PO#			Date

SMARTnet Terms & Conditions

> Quotation Valid for 10 days

> SMARTnet pricing changes in Cisco's database on a regular basis, all pricing is subject to change at anytime per Cisco policy

> Smartnet registration occurs at the Client location as referenced on the "Ship to Address" of their P.O or as noted above. Should location changes occur, Client must notify TIG to initiate a change in the registration location which may take approx 30 days to occur. Client understands that they may not have Smartnet coverage during this changeover period.

TIG Terms & Conditions

This Technology Integration Group ("TIG") offer to sell products and provide services is solely at the prices set forth in this Quote and solely in accordance with the terms and conditions (the "Terms") attached to this Quote. If Buyer has ordered products or services from TIG and such order is deemed to be an offer by Buyer, TIG's acceptance of such offer is expressly conditional on Buyer's assent to the Terms, to the exclusion of all other terms and conditions. Any additional, different, or conflicting terms or conditions proposed by Buyer in any offer, acceptance, or confirmation, including those set forth on any Buyer purchase order, specifications, or other documents issued by Buyer are considered by TIG to be requests for material alterations of the Terms, are hereby rejected, and will not be binding in any way on TIG. Buyer is hereby notified of TIG's objection to all such additional, different, or conflicting terms and conditions. No waiver or amendment of any of the Terms will be binding on TIG unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized agent of TIG. Buyer will have accepted (and will be deemed to have accepted) these Terms if Buyer does any of the

In the event of non-payment, Buyer agrees to pay all collection costs including attorney fees. A finance charge of 1.5% per month may be charged on delinquent invoices. All returns are subject to the following: must include original invoice & Return Material Authorization (RMA) number, 15% restocking fee, must be in original box in resalable condition. After 30 days, repair or exchange only. Quotes are valid for thirty (30) days. All orders are subject to credit approval and adjustments to ordered products and prices that may be due to product availability, typographical error, electronic processing errors or price changes, including rebate or promotion expiration which may occur without notice. TIG and Buyer must confirm acceptance of any adjustments prior to shipment. Prices do not include applicable taxes and/or shipping charges which may be added at the time of shipment. Taxes, shipping and handling charges are subject to change based on the terms and conditions of the final sale. Defective product may be returned within thirty (30) days of the shipping date for repair or replacement as determined by manufacturer warranty. TIG does not offer or accept terms requiring most favored customer pricing.

TIG resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain product or services subject to such incentives. No representation or warranty to the contrary is made. Technology Integration Group passes through to buyer the terms and conditions of the original equipment manufacturers product and software licenses and warranties. Any exception must be negotiated directly with the original equipment manufacturer. Unless ordered pursuant to a government prime contract that is identified on the customer's purchase order, all sales are intended to be to the end user, and resale of the products is prohibited.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18816 **County Administrator's Report 10. 33.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Aruba Access Points
From: Bart Siders, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of a Purchase Order with PC Specialists d/b/a Technology Integration Group, for the Escambia County Community Centers, Aruba Access Points - Bart Siders, Information Technology Department Director

That the Board authorize the issuance of a Purchase Order, in excess of $25,000, based upon Quote # 060337 for the licensing, annual support and maintenance of the Aruba Access Points.

Vendor/Contractor	Fund	Amount	Contract Number
PC Specialists dba/Technology Integration Group Vendor # 150525	Fund: 001 Cost Center: 270103 Object Code: 56401	$71,929.77	Quote # 060337 FL-NASPO Data Comm MA# aR3228

BACKGROUND:

The BCC currently has Cisco Wireless Access Points (WAP) that are out of date and past their end of life. With this project, the plan is to replace every Cisco WAP with an Aruba WAP, plus fill in areas with no wireless coverage with additional WAPs.

BUDGETARY IMPACT:

Vendor/Contractor	Fund	Amount	Contract Number
PC Specialists dba/Technology Integration Group Vendor # 150525	Fund: 001 Cost Center: 270103 Object Code: 56401	$71,929.77	Quote # 060337 FL-NASPO Data Comm MA# AR3228

Note: Pricing obtained through a competitively bid FL-NASPO Data Comm MA# AR3228 Contract.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will issue a Purchase Order as soon as possible upon Board Approval.

Attachments

Quote

ARUBA 515 ACCESS POINTS

Quote Information:

Quote #: 060337

Version: 1
Quote Date: 10/19/2020
Expiration Date: 11/13/2020

Prepared by:

TIG Pensacola

Heather Reichmann
(850) 449-2608
Fax (850) 439-0070
Heather.Reichmann@tig.com

TIG Pensacola

106 E Gregory Street
Pensacola, FL 32502

Bill To

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

221 Palafox Ste 210
Pensacola, FL 32502
Shawn Fletcher
(850) 595-1678
spfletch@myescambia.com

Ship To

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

221 Palafox Ste 210
Pensacola, FL 32502
Scott McDonald
(850) 595-4686
scott_macdonald@co.escambia.fl.us

Payment Terms: NET 30

Hardware		Price	Qty	Ext. Price
FL - NASPO Data Comm MA# AR3228				
H2XW3E	**HPE Care Pack Foundation Care Service - 1 Year - Service - 24 x 7 x 2 Hour - Technical - Electronic Service**	$36.80	110	$4,048.00
JW471AAE	**Aruba Enterprise License Bundle - License - 1 Access Point - Electronic - PC**	$134.12	110	$14,753.20
JZ370A	**Aruba Mounting Bracket for Wireless Access Point**	$76.57	11	$842.27
Q9H63A 	**Aruba AP-515 802.11ax 5.40 Gbit/s Wireless Access Point - TAA Compliant - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ -45) - Ceiling Mountable, Wall Mountable, Rail-mountable**	$475.33	110	$52,286.30
		Subtotal		**$71,929.77**

Quote Summary	Amount
Hardware	$71,929.77
Total:	**$71,929.77**

Please Click Here to complete a short 2 minute survey.

Terms & Conditions

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services from TIG and such order is deemed to be an offer by Buyer, TIG's acceptance of such offer is expressly conditional on Buyer's assent to the Terms, to the exclusion of all other terms and conditions. Any additional, different, or conflicting terms or conditions proposed by Buyer in any offer, acceptance, or confirmation, including those set forth on any Buyer purchase order, specifications, or other documents issued by Buyer are considered by TIG to be requests for material alterations of the Terms, are hereby rejected, and will not be binding in any way on TIG. Buyer is hereby notified of TIG's objection to all such additional, different, or conflicting terms and conditions. No waiver or amendment of any of the Terms will be binding on TIG unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized agent of TIG. Buyer will have accepted (and will be deemed to have accepted) these Terms if Buyer does any of the following: (a) accepts the Terms in writing; (b) pays (in part or whole) for the products or services; or (c) receives delivery of any products or services and fails to return the products or refuse the services within five days following receipt.

In the event of non-payment, Buyer agrees to pay all collection costs including attorney fees. A finance charge of 1.5% per month may be charged on delinquent invoices. All returns are subject to the following: must include original invoice & Return Material Authorization (RMA) number, 15% restocking fee, must be in original box in resalable condition. After 30 days, repair or exchange only. Quotes are valid for thirty (30) days. All orders are subject to credit approval and adjustments to ordered products and prices that may be due to product availability, typographical error, electronic processing errors or price changes, including rebate or promotion expiration which may occur without notice. TIG and Buyer must confirm acceptance of any adjustments prior to shipment. Prices do not include applicable taxes and/or shipping charges which may be added at the time of shipment. Taxes, shipping and handling charges are subject to change based on the terms and conditions of the final sale. Defective product may be returned within thirty (30) days of the shipping date for repair or replacement as determined by manufacturer warranty. TIG does not offer or accept terms requiring most favored customer pricing.

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Taxes, shipping and handling charges and other fees are subject to change based on the terms and conditions of the final sale.

Acceptance

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Signature / Name

Initials

Title

Date

PO Number

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18762 **County Administrator's Report 10. 34.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Lucity Application Program Renewal
From: Bart Siders, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of a Purchase Order with TriTech Software Systems, in the amount of $44,337.96, for the Lucity Constant Connection Program Renewal - Bart Siders, Information Technology Department Director

That the Board authorize the issuance of a Purchase Order, in excess of $25,000, based upon Invoice # 294010 for the annual support and maintenance of the Lucity application for the period of November 1, 2020, to October 31, 2021.

Vendor/Contractor	Fund/Cost Center/Object Code	Amount	Contract Number
TriTech Software Systems Vendor # 427603 Lucity Constant Connection Program Renewal	Fund: 001 Cost Center: 270102 Object Code: 54601	$44,337.96	Invoice # 294010

BACKGROUND:

This is a renewal of the Lucity annual support and maintenance for the period of November 1, 2020, to October 31, 2021 for the Escambia County Work Order system. This application provides Work Order Management, Asset Management, GIS Web & Mobile, Citizen Portal and GIS Desktop.

BUDGETARY IMPACT:

Vendor/Contractor	Fund/Cost Center/Object Code	Amount	Contract Number

TriTech Software Sytems Vendor # 427603 Lucity Constant Connection Program Renewal	Fund: 001 Cost Center: 270102 Object Code: 54601	$44,337.96	Invoice # 294010

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Information Technology Department will issue a Purchase Order as soon as possible upon Board Approval.

Attachments

Lucity Renewal

Invoice

Invoice No	Date	Page
294010	10/8/2020	1 of 2

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
ESCAMBIA COUNTY COMMISSIONERS
Chris Karp
3363 West Park Place
Pensacola FL 32505
US

Ship To
ESCAMBIA COUNTY COMMISSIONERS
Chris Karp
3363 West Park Place
Pensacola FL 32505
US

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1312	ESCAMBIA COUNTY COMMISSIONERS		USD	Net 30	11/7/2020

	Description	Units	Rate	Extended
Contract No. Q-12475				
1	EAM- API Annual Maintenace Fee - Annual Maintenance Fee API Maintenance: Start:11/1/2020, End: 10/31/2021	1	$0.00	$0.00
2	EAM- API Annual Maintenace Fee - Annual Maintenance Fee API Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,188.68	$1,188.68
3	Asset Management - Assets Annual Maintenance Fee - Annual Maintenance Fee AssetManagement Maintenance: Start:11/1/2020, End: 10/31/2021	1	$16,998.21	$16,998.21
4	Asset Management - Work Annual Maintenance Fee - Annual Maintenance Fee WorkManagement Maintenance: Start:11/1/2020, End: 10/31/2021	1	$16,641.60	$16,641.60
5	Asset Management - GIS Web Annual Maintenance Fee - Annual Maintenance Fee GISWeb Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,188.68	$1,188.68
6	Asset Management - Mobile Annual Maintenance Fee - Annual Maintenance Fee MobileManagement Maintenance: Start:11/1/2020, End: 10/31/2021	1	$2,377.37	$2,377.37
7	Asset Management - Citizen Portal Annual Maintenance Fee - Annual Maintenance Fee WEBCITIZEN Maintenance: Start:11/1/2020, End: 10/31/2021	1	$1,188.68	$1,188.68
8	Asset Management - GIS Desktop Annual Maintenance Fee - Annual Maintenance Fee GISDesktop Maintenance: Start:11/1/2020, End: 10/31/2021	1	$4,754.74	$4,754.74

Invoice

Invoice No	Date	Page
294010	10/8/2020	2 of 2

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
ESCAMBIA COUNTY COMMISSIONERS
Chris Karp
3363 West Park Place
Pensacola FL 32505
US

Ship To
ESCAMBIA COUNTY COMMISSIONERS
Chris Karp
3363 West Park Place
Pensacola FL 32505
US

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1312	ESCAMBIA COUNTY COMMISSIONERS		USD	Net 30	11/7/2020

Please include invoice number(s) on your remittance advice, made payable to Tritech Software Systems

ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	$44,337.96
Tax	$0.00
Invoice Total	$44,337.96
Payments Applied	$0.00
Balance Due	**$44,337.96**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18780 **County Administrator's Report 10. 35.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Application for Certificate of Need - Joyner & Raney, Inc., d/b/a Pensacola Containers
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Application for Certificate of Need for Joyner & Raney, Inc., d/b/a Pensacola Containers - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning an Application for Certificate of Need for Joyner & Raney, Inc., d/b/a Pensacola Containers:

A. Approve the Application for Certificate of Need, permitting Joyner & Raney, Inc., d/b/a Pensacola Containers, to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate.

[Funding: Fund 401, Solid Waste Fund, Account No. 343402]

BACKGROUND:

An Application for a Certificate of Need for Solid Waste Management Activity has been submitted to the Waste Services Department by Joyner & Raney, Inc., d/b/a Pensacola Containers, to operate in Escambia County. This company anticipates servicing Escambia County by providing dumpsters and removal services for construction waste in Escambia County, Florida.

The Escambia County Code of Ordinances, Chapter 82 *Solid Waste*, states: "Any person who engages in any solid waste management activity on a commercial basis, and any person who establishes a solid waste disposal facility, shall also hold a valid certificate of need or current County franchise". An executed Certificate of Need is valid indefinitely unless a change in name or ownership occurs.

BUDGETARY IMPACT:

The required Permit Application Fee of $150 has been deposited into Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is consistent with the Board of County Commissioners mission “To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community"; Escambia County Code of Ordinances, Chapter 82.

IMPLEMENTATION/COORDINATION:

Following approval of this Recommendation, original Certificates of Need will be distributed to the Clerk of the Court, the issuing department and the applicant. A Solid Waste Management Permit will then be issued and distributed accordingly. Compliance with insurance requirements for permits was coordinated with the Office of Risk Management.

Attachments

Pensacola Containers

CON_Application_Joyner & Raney

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

County Courthouse Annex
Pensacola, Florida 32501

CERTIFICATE OF NEED
FOR A

SOLID WASTE MANAGEMENT ACTIVITY

This certifies that Pensacola Containers

owned or operated by Joyner & Raney, Inc.

at 1671 Success Dr. Cantonment FL 32533 has submitted the information as required under Escambia County Code of Ordinances, Chapter 82, Solid Waste, and the Board of County Commissioners of Escambia County, Florida has found such documents to conform with the laws and regulations as provided for in the Ordinances. It is further declared that the services to be performed do not violate the requirements of the Ordinances.

Board of County Commissioners of
Escambia County, Florida

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

BCC APPROVED: _____

Certificate Expires:

Indefinite*, 20__
*Indefinite unless there is a change in the name or ownership.

This is not a permit to operate this service

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

County Courthouse
Pensacola, Florida 32501

APPLICATION FOR
CERTIFICATE OF NEED

TO: **Board of County Commissioners**
of Escambia County, Florida
County Courthouse Annex
223 Palafox Place
Pensacola, Florida 32501

Date: October 12, 2020

(Name of Business) Pensacola Containers applies for

a Certificate of Need to operate Dumpster and Removal Service, under the
(Type of Service)

Name of Pensacola Containers

Owned or operated by Joyner & Raney Inc
(Individual/Corporation/Partnership)

at 1671 Success Dr Cantonment, FL 32533
(Location of Operation)

Fiscal Year End 2020

Federal Identification Number 83-2332735

Attached hereto is the following information as provided for in Escambia County Code of Ordinances Chapter 82, Solid Waste:

(ATTACH ALL INFORMATION APPLICABLE)

1. ✓ A statement of purpose and need for the activity, service or facility.
2. _____ A statement of funding sources.
3. _____ A statement of financial resources of the applicant.
4. _____ A statement of the cost of operation.
5. _____ Area to be served.
6. _____ A statement of existing facilities or services available in area to be served.
7. _____ Other information requested by the Board.

NOTE: Information described in No. 2 ,3, and 4 above shall not be required from persons desiring Certificate of Need to provide "non-residential solid waste" management activities, services, or facilities.



(Signature of Applicant)

PENSACOLA
CONTAINERS

October 12, 2020

Pensacola Containers
1671 Success Dr
Cantonment, FL 32533

To:
Escambia County
Waste Services Department
13009 Beulah Rd
Cantonment FL 32533

Pensacola Containers is submitting this request for a Certificate of Need and a Solid Waste Management permit.

Our Company will provide dumpsters and removal service for construction waste in Escambia County, Florida.

Please contact Ronald Joyner at 850-698-6495 if you have any questions.

Sincerely,

Ronald Joyner
Vice President

Escambia County, Florida
Department of Solid Waste Management

13009 Beulah Road
Cantonment, FL 32533
Phone: (850) 937-2160
Fax: (850) 937-2152
www.myescambia.com

CORPORATE INFORMATION FORM

The following information must be provided to the Escambia County Legal Department for incorporation in legal documents. Therefore, it is vital that all information is accurate and complete. Please be certain that the information provided is exactly as registered with the state or federal government.

Name of Corporation: Joyner & Raney Inc (Legal Name) Pensacola Containers (Trade Name)

Street Address: 1671 Success Dr

Cantonment (City) FL (State) 32533 (Zip)

PO Box (if applicable): _____

_____ (City) _____ (State) _____ (Zip)

Federal Identification Number: 83-2332735
(For all instruments to be recorded, the taxpayer's identification number is needed.)

Business Tax Receipt Acct. #: 708259
Information regarding an Occupational License may be obtained at the Escambia County Tax Collector's Office, by calling 850.438-6500, or at http://www.escambiataxcollector.org (Please enclose a copy.)

Please answer the following questions:

1. What kind of Corporation is this? [x] For Profit [ ] Not For Profit
2. Is this a Florida Corporation? [x] Yes [ ] No
3. If not a Florida Corporation:
   In which state was it created? _____
   Name used in that state: _____
4. If the Corporation in good standing? [x] Yes [ ] No
5. Is it authorized to transact business in Florida? [x] Yes [ ] No
6. Does it use a registered fictitious name? [x] Yes [ ] No
   If yes, fictitious names as registered with
   Florida Department of State Division of Corporations: Pensacola Containers

State of Florida Department of State Certificate of Status document number: P18000089414
Information regarding Certificate of Status, to transact business in Florida, may be obtained from the Florida Department of State, By calling 850.245-6953, or at http://www.sunbiz.org

Contact person for the Corporation:

Name: Ronald Joyner Title: Vice President

Phone: 850-698-6495 Email: pensacolacontainers@gmail.com

Fax: _____

CORPORATE INFORMATION FORM

Names of Officers:

Name: Daniel Raney Title: President

Name: Ronald Joyner Title: Vice President

Name: _____ Title: _____

Name: _____ Title: _____

In order to establish an account for the issuance of a permit, this instrument shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the Corporation. The Corporation shall submit a copy of the resolution together with the executed instrument to the Department of Solid Waste Management.

Name and title of the individual who will sign the instrument on behalf of the company:

Name: Ronald Joyner Title: Vice President

(Spelled exactly as it would appear on the instrument)

Signature of Officer

10/12/20

Date

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18781 **County Administrator's Report 10. 36.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Application for Certificate of Need - Garbologist, LLC
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Application for Certificate of Need for Garbologist, LLC - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning an Application for Certificate of Need for Garbologist, LLC:

A. Approve the Application for Certificate of Need permitting Garbologist, LLC, to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate.

[Funding: Fund 401, Solid Waste Fund, Account No. 343402]

BACKGROUND:

An Application for a Certificate of Need for Solid Waste Management Activity has been submitted to the Waste Services Department by Garbologist, LLC, to operate in Escambia County. This company anticipates servicing Escambia County by providing dumpsters and removal services for construction waste in Escambia County, Florida.

The Escambia County Code of Ordinances, Chapter 82 *Solid Waste*, states: "Any person who engages in any solid waste management activity on a commercial basis, and any person who establishes a solid waste disposal facility, shall also hold a valid Certificate of Need or current county franchise". An executed Certificate of Need is valid indefinitely, unless a change in name or ownership occurs.

BUDGETARY IMPACT:

The required Permit Application Fee of $150 has been deposited into Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is consistent with the Board of County Commissioners mission “To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community” Escambia County Code of Ordinances, Chapter 82.

IMPLEMENTATION/COORDINATION:

Following approval of this Recommendation, original Certificates of Need will be distributed to the Clerk of the Court, the issuing department and the applicant. A Solid Waste Management Permit will then be issued and distributed accordingly. Compliance with insurance requirements for permits was coordinated with the Office of Risk Management.

Attachments

CON_Garbologist

CON_Garbologist Application

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

221 Palafox Place, Ste. 400
Pensacola, Florida 32502

CERTIFICATE OF NEED
FOR

SOLID WASTE MANAGEMENT ACTIVITY

This certifies that Garbologist, LLC

owned or operated by Garbologist, LLC

at 8125 N. Pensacola Blvd Pensacola FL 32534 has submitted the information as required under Escambia County Code of Ordinances, Chapter 82, Solid Waste, and the Board of County Commissioners of Escambia County, Florida has found such documents to conform with the laws and regulations as provided for in the Ordinances. It is further declared that the services to be performed do not violate the requirements of the Ordinances.

Board of County Commissioners of
Escambia County, Florida

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

BCC APPROVED: _____

Certificate Expires:

Indefinite*, 20__
*Indefinite unless there is a change in the name or ownership.

This is not a permit to operate this service

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

County Courthouse
Pensacola, Florida 32501

APPLICATION FOR
CERTIFICATE OF NEED

TO: **Board of County Commissioners**
of Escambia County, Florida
County Courthouse Annex
223 Palafox Place
Pensacola, Florida 32501

Date: October 8, 2020

(Name of Business) Garbologist, LLC applies for

a Certificate of Need to operate waste transportation and related services, under the
(Type of Service)

Name of Garbologist, LLC

Owned or operated by Christopher Frain
(Individual/Corporation/Partnership)

at 8361 N Rampart Range Rd, Suite B208, Littleton, CO 80125 // 8125 N Pensacola Blvd, Pensacola, FL 3253
(Location of Operation)

Fiscal Year End 2021

Federal Identification Number 85-1249557

Attached hereto is the following information as provided for in Escambia County Code of Ordinances Chapter 82, Solid Waste:

(ATTACH ALL INFORMATION APPLICABLE)

1. x — A statement of purpose and need for the activity, service or facility.
2. ____ — A statement of funding sources.
3. ____ — A statement of financial resources of the applicant.
4. ____ — A statement of the cost of operation.
5. x — Area to be served.
6. x — A statement of existing facilities or services available in area to be served.
7. ____ — Other information requested by the Board.

NOTE: Information described in No. 2 ,3, and 4 above shall not be required from persons desiring Certificate of Need to provide "non-residential solid waste" management activities, services, or facilities.

(Signature of Applicant)

Garbologist, LLC

8361 N Rampart Range Rd, Suite B208
Littleton, CO 80125

8125 N Pensacola Blvd
Pensacola, FL 32534

October 8, 2020

Escambia County
Waste Services Department
13009 Beulah Rd
Cantonment, FL 32533

Fedex:

Re: *Certificate of Need – Waste Management / Funding Sources*

Dear Sir or Madame:

Garbologist, LLC (Garbologist), submits a request for a Certificate of Need and a Solid Waste Management permit.[1]

Garbologist will provide dumpsters and removal service for construction and related waste in Escambia County. The operation area will be the whole of the County centered in and around Pensacola, FL. Garbologist does not offer any existing services in the area.

Garbologist is funded by owner's equity, affiliate financing, and bank financing as/if required. Garbologist will not operate residential waste collection.

Please feel free to contact me with any questions.

Sincerely,

Matt Essenburg

Matthew Essenburg
Associate Counsel
(616) 425-5676
messenburg@tytonholdings.com

[1] As per Article 3, § 82-101. et. seq. of the Escambia County, FL Code of Ordinances,

Escambia County, Florida
Department of Solid Waste Management

13009 Beulah Road
Cantonment, FL 32533
Phone: (850) 937-2160
Fax: (850) 937-2152
www.myescambia.com

CORPORATE INFORMATION FORM

The following information must be provided to the Escambia County Legal Department for incorporation in legal documents. Therefore, it is vital that all information is accurate and complete. Please be certain that the information provided is exactly as registered with the state or federal government.

Name of Corporation: Garbologist, LLC
(Legal Name) (Trade Name)

Street Address: 8361 N Rampart Range Rd, Suite B208

Littleton CO 80125
City State Zip

PO Box (if applicable):

Littleton
City State Zip

Federal Identification Number: 85-1247557
(For all instruments to be recorded, the taxpayer's identification number is needed.)

Business Tax Receipt Acct. #: 708449
Information regarding an Occupational License may be obtained at the Escambia County Tax Collector's Office, by calling 850.438-6500, or at http://www.escambiataxcollector.org (Please enclose a copy.)

Please answer the following questions:

1. What kind of Corporation is this? [x] For Profit [ ] Not For Profit
2. Is this a Florida Corporation? [ ] Yes [x] No
3. If not a Florida Corporation:
   In which state was it created? Colorado
   Name used in that state: Garbologist, LLC
4. If the Corporation in good standing? [x] Yes [ ] No
5. Is it authorized to transact business in Florida? [x] Yes [ ] No
6. Does it use a registered fictitious name? [ ] Yes [x] No
   If yes, fictitious names as registered with
   Florida Department of State Division of Corporations: _____

State of Florida Department of State Certificate of Status document number: M20000008872
Information regarding Certificate of Status, to transact business in Florida, may be obtained from the Florida Department of State, By calling 850.245-6953, or at http://www.sunbiz.org

Contact person for the Corporation:

Name: Matt Essenburg Title: Associate Counsel

Phone: 616-425-5676 Email: messenburg@garbologist.com

Fax: 616-425-5676

CORPORATE INFORMATION FORM

Names of Officers:

Name: Christopher Frain Title: President / Manager

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

In order to establish an account for the issuance of a permit, this instrument shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the Corporation. The Corporation shall submit a copy of the resolution together with the executed instrument to the Department of Solid Waste Management.

Name and title of the individual who will sign the instrument on behalf of the company:

Name: Christopher Frain Title: President

(Spelled clearly as it would appear on the instrument)

Signature of Officer

Date 10/12/20

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18727 **County Administrator's Report 10. 37.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Contract Award for Commercial Demolition of 7220 Plantation Road
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for the Commercial Demolition of 7220 Plantation Road - Chips Kirschenfeld, Director, Natural Resources Management through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Larry Gates Construction, Inc., per the terms and conditions of PD 19-20-088, Commercial Demolition of 7220 Plantation Road.

Vendor/Contractor	Funding	Amount	Contract Number
Larry Gates, Construction, Inc.	Fund Name Code Enforcement, Fund Number 103, Cost Center 220110, Object Code 53401	$180,000	PD 19-20.088

BACKGROUND:

The property located at 7220 Plantation Road is a hotel on a commercial parcel that has been owned by Park Avenue Hotel Group Florida, LLC, since 2017 and became a source of nuisance complaints which are affecting the neighboring commercial properties. A Notice of Violation (CE19084055U) was issued on August 7, 2019. This property is located just to the east of Interstate 110, and west of Plantation Place Townhomes. The north side of the parcel abuts Super 6 Inn & Suites Hotel, and the south side abuts a parcel containing a cell phone tower. The property is centered in between Interstate 110 and Plantation Road.

The property is not being maintained in accordance with the nuisance codes 42-196

(a), (b), and unsafe structure codes 30-203 (n), (p), (t), (u), (x), and (cc). The building is in disrepair and open to the elements, with broken windows, dilapidated siding, a roof not structurally sound, exterior doors open or not weather tight, and a non-functioning swimming pool which is not properly secured. The building is a safety hazard.

After proper notices and due process, the owners of the property were noticed to appear before the Special Magistrate, and ordered to comply with all cited conditions, otherwise face fines and costs. Representative Sunil Mir from Park Avenue Hotel Group Florida LLC, now a dissolved company, appeared at the hearing however, has failed to make any attempts to clear the violations. A Special Magistrate Order was issued on March 10, 2020, regarding the nuisance and unsafe structure conditions. The property continues to worsen since the investigation began.

Escambia County Code Enforcement has elected to solicit contractor pricing in order to take action to bring the parcel into compliance, as provided in the Special Magistrate Order. The Contract will consist of demolition and legal disposal of the structure, and crushing and filling in the defunct swimming pool, as well as clearing the parcel of all existing nuisance conditions. The cost of the cleanup, along with daily fines that began on May 10, 2020, at $50 per day and court fee of $235, will be filed as a lien on the parcel after it is abated.

An Invitation to Bid for PD 19-20.088, Demolition of 7220 Plantation Road, was publicly noticed to 172 firms via Vendor Registry on August 19, 2020. A Mandatory Pre-bid meeting was conducted at the job site on August 24, 2020, with 10 firms attending. One bid was received. Larry Gates Construction, Inc., was the only bid received.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Larry Gates, Construction, Inc.	Fund Name Code Enforcement, Fund Number 103, Cost Center 220110, Object Code 53401	$180,000.00	PD 19-20.088

LEGAL CONSIDERATIONS/SIGN-OFF:

Standard Agreement Form B Construction.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Standard Form of Contract, Form B, Construction as well as the Purchase Order.

Attachments

Invitation to Bid
Checklist
Public Notice of Award
Agreement
Addendum 1
Addendum 2
Addendum 3

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

COMMERCIAL DEMOLITION OF 7220 PLANTATION ROAD
SPECIFICATION NUMBER PD 19-20.088 Rev B

BIDS WILL BE RECEIVED UNTIL 3:00 PM, CDT, September 3, 2020

Office of Purchasing,
Matt Langley Bell, III Building Room 11.101
213 Palafox Place, Pensacola, FL 32502

A Mandatory Pre-Solicitation Conference will be held at the Job Site, Meet at 7220 Plantation Road at 2:00 PM CDT, August 24, 2020

Board of County Commissioners
Steven Barry, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4878
E-Mail: Abroggenbuck@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and

responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. **Lack of Good Faith:**

   The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
COMMERCIAL DEMOLITION OF 7220 PLANTATION ROAD
SPECIFICATION NUMBER PD 19-20.088

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

COMMERCIAL DEMOLITION OF 7220 PLANTATION ROAD
SPECIFICATION NUMBER PD 19-20.088

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	8
Scope of Work	9
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	11
Drug-Free Workplace Form **	13
Information Sheet for Transactions and Conveyances Corporate Identification **	14
List of General Terms and Conditions (Incorporated by Reference)	16
Special Terms and Conditions	18
Index of Documents (Incorporated by Reference and Revised as Indicated Within the Solicitation)	26
Exhibit H – Working Drawings	27

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4878

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

COMMERCIAL DEMOLITION OF 7220 PLANTATION ROAD

Solicitation Number PD 19-20.088

Solicitation

MAILING DATE: June 19, 2020
PRE-SOLICITATION CONFERENCE: A Mandatory Pre-Solicitation Conference will be held at the job site in the parking lot of 7220 Plantation Road, Pensacola, FL at 2 PM CDT, August 24, 2020.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, September 3, 2020, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Bid Bond Attached:
$_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the bidder's offer shall result in the bid being rejected as non-responsive.***

Bid Form

Total Bid $_____

SCOPE OF WORK - Revised

Demolition of 7220 Plantation Rd., Pensacola
Commercial Building-Hotel

Complete removal and legal disposal of all structures including concrete patio, fencing, ladder, and rails. Obtain an asbestos survey and perform all remediation if required.

Demolish the dilapidated structure, leaving the building slab, parking lot, all curbing, and hotel sign. Puncture a hole in the bottom of the pool and crush the sides burying that cement/concrete and packing with appropriate fill dirt. Outer slab of pool to be left but remove handrails in shallow end.

Obtain all applicable local and state permits as well as schedule and receive all permit inspections including a pre demolition inspection with Escambia County Building Department.

Documentation of legal disposal as well as color photographs before and after are required with your billing package. Ensure all inspections have been performed and passed inspection before submitting your bill.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be Substantially completed within **Sixty (60)** from the Commencement Date. The Bidder agrees to fully complete all work included above within **Thirty (30) consecutive calendar days** from the date of Substantial Completion. **Liquidated damages of $100 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

213 South Palafox Place, 2nd Floor • Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),

FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be submitted electronicall via the Vendor Registry website, or mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.088, "Commercial Demolition of 7220 Plantation Road", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the outside of the air-bill, envelope or box with the Specification number and project name. Bids may be submitted electronically via Vendor Registry site.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Drawings

N/A.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the Solicitation and Offer Form acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Performance and Payment Bonds

The County **will** require the successful offeror(s) to furnish **separate performance and**

payment bonds, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. Procurement Questions

Questions shall be directed to Buzz Roggenbuck, Senior Purchasing Coordinator, at Abroggenbuck@myescambia.com . Last day for questions will be August 28, 2020 at 5:00 p.m. CDT.

5. Bid Forms

This Solicitation contains a Solicitation and Offer Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted. Electronic submittasls via the Vendor Registry website will be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. F.O.B. Point

Not required

7. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of $100.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

9. Warranty

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Manager.

10. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

13. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge.

14. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

15. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement,

contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Buzz Roggenbuck, Sr. Purchasing Coordinator
   Office of Purchasing, Room 11.101
   Pensacola, FL 32502
   Fax (850) 595-4806
   E-mail: abroggenbuck@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

16. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents
(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click FORM B: Construction to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B.
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in 45 calendar days
Fully Complete and ready for Final Inspection in 60 calendar days total
*B. Liquidated Damages at $100.00 for each calendar day
Section 6
Section 7 *A. Escambia County Department
221 Palafox Place
Pensacola, FL 32502
Attn: Buzz Roggenbuck
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.four (4) copies of each Application for Payment
*21.1 one (1) year(s) after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Commercial Demolition of 7220 Plantation Road

Bid Number: PD 19-20.088

Opening Date/Time: 09/03/2020 3:00 PM CDT

Purchasing Agent: Buzz Roggenbuck

Client Department: Environmental Code Enforcement Dept. Director/Designee: J. Taylor "Chips" Kirschenfeld

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition # N/A

Fund: Fund 103 Code Enforcement, Cost Center 220110, Object Code 53401

Project # N/A

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation __Yes __No
Note: Attachments to Requisition shall Reference PD #

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Award Contract to Larry Gates, Construction, Inc., in the amount of $ 180,000.00.

Unit Price Extensions Checked by: Susan Holt, Accounting Manager
(Signature) Susan R. Holt Digitally signed by Susan Holt Date: 2020.10.12 11:59:40 -05'00' (Date) 10/12/2020

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing __Yes X No Client Department __Yes __No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: Timothy Day Digitally signed by Timothy Day Date: 2020.10.14 15:13:17 -05'00'
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval:
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

F0125

Public Notice of Recommended Award

Bid Tabulation	Solicitation Number:	PD 19-20.088								
	Solicitation Name:	Commercial demolition of 7220 Plantation Road								
Bid Opening Time:	3:00 PM, CDT									
Bid Opening Date:	9/3/2020									
Bid Opening Location:	Rm 11.108									
Name of Bidder(s)		Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity	Occupational License	Bid
Larry Gates Construction		Yes	Check	Yes	Yes	Yes	Yes	Yes	Yes	$180,000.00

Bids Opened By:	Buzz Roggenbuck, Sr. Purchasing Coordinator	**Date:**	9/3/2020	**Status:**			
Bids Tabulated By:	Buzz Roggenbuck, Sr. Purchasing Coordinator	**Date:**	9/3/2020	**Under Review**			
Bids Witnessed By:	Lawrence Gordon, Purchasing Specialist	**Date:**	9/3/2020	**CAR Date:**	10/26/20	**BOCC Date:**	11/05/20

Purchasing Manager/Designee recommends to the BOCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Larry Gates Construction, Inc., per the terms and conditions of PD 19-20-088, Commercial Demolition of 7220 Plantation Road in the amount of $ 180,000.00.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

10/5/20		**Form Completed By: BR**

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

LARRY GATES CONSTRUCTION, INC.

FORM B: Construction

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT
FORM B

TABLE OF CONTENTS

Agreement Declarations		**PAGE**
Sec. 1	Contract Documents	1
Sec. 2	Scope of Work	1
Sec. 3	Contract Amount	1
Sec. 4	Bonds	2
Sec. 5	Contract Time and Liquidated Damages	2
Sec. 6	Exhibits Incorporated	3
Sec. 7	Notices	3
Sec. 8	Modification	4
Sec. 9	Successors and Assigns	4
Sec. 10	Governing Law	4
Sec. 11	No Waiver	4
Sec. 12	Entire Agreement	4
Sec. 13	Severability	5

Exhibits		**Page**
Exhibit A/General Terms and Conditions		6
1.	Intent of Contract Documents	6
2.	Investigation and Utilities	6
3.	Schedule	7
4.	Progress Payments	7
5.	Payments Withheld	9
6.	Final Payment	9
7.	Submittals and Substitution	10
8.	Daily Reports, As-Builts and Meetings	11
9.	Contract Time and Time Extensions	12
10.	Changes in the Work	13
11.	Claims and Disputes	14
12.	Other Work	14
13.	Indemnification and Insurance	15
14.	Compliance with Laws	17
15.	Cleanup and Protections	17
16.	Assignment	18
17.	Permits, Licenses and Taxes	18
18.	Termination for Default	18
19.	Termination for Convenience and Right of Suspension	20

Exhibits **Page**

20. Completion 20

21. Warranty 21

22. Tests and Inspections 21

23. Defective Work 22

24. Supervision and Superintendents 24

25. Protection of Work 24

26. Emergencies 24

27. Use of Premises 25

28. Safety 25

29. Project Meetings 26

Exhibit B/Performance and Payment Bond 28

Performance Bond 28

Payment Bond 31

Exhibit C/Insurance and Safety 34

Exhibit D/Release and Affidavit 44

Exhibit E/Form of Contract Application for Payment 46

Exhibit F/Change Order 47

Exhibit G/_____

Exhibit H/General Specifications

Exhibit I/Technical Specifications

Exhibit J/Current Loading

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA

AND

Larry Gates Construction, Inc.

FOR
PD 19-20.088 Commercial Demolition of 7220 Plantation Road.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Larry Gates Construction, Inc. .a Florida corporation for profit, to perform all work ("Work") in connection with PD 19-20.088 Commercial Demolition of 7220 Plantation Road. ("Project"), as said Work is set forth in the Plans and Specifications prepared by Escambia County and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including this Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. County shall furnish to the Contractor up to one (1) set of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

$ 180,000.00
One hundred eighty Thousand dollars

SECTION 4. BONDS

A. Contractor shall provide Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount, the costs of which to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better and Class "V" or higher rating as to financial size category and the amount required shall not exceed 2% of the reported policy holder’s surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York

10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

C. Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. The Work shall be substantially completed within sixty (60) calendar days from the Commencement Date. The Work shall be fully completed and ready for final acceptance by the County within ninety (90) calendar days from the Commencement Date (herein "Contract Time"). No work under this contract shall commence until certificates of insurance (see Exhibit A, paragraph 13.2) have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$ 100.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the County issues a Substantial Completion Certificate pursuant to the terms hereof.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is reference to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance Requirements
Exhibit D: Form of Release and Affidavit

Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Supplemental Terms and Conditions
Exhibit H: Plans and Specifications prepared by County and Identified as follows:
Exhibit I: Technical Specifications
Exhibit J: Standard Details

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Escambia County
Natural Resources Management, Code Enforcement
3363 West Park Place
Pensacola, FL 32505
Attention: Melissa Reber

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Larry Gates Construction, Inc.
8077 Kipling Street
Pensacola, FL 32514
ATTENTION: Larry Gates

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of the Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Larry Gates Construction, Inc., signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:_____

WITNESS: _____

By:_____
Janice P. Gilley
County Administrator

Date:_____

BCC Approved**:** November 5, 2020

CONTRACTOR:
Larry Gates Construction, Inc., A Florida Corporation authorized to do business in the State of Florida

By:_____
Larry Gates, President

Its: President

ATTEST: Corporate Secretary

By:_____
Secretary

[CORPORATE SEAL]

Date:_____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1 It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 2. INVESTIGATION AND UTILITIES

2.1 Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary

service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

3.2. The Progress Schedule shall be updated bi-monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor. **[NOTE: FOR LARGER PROJECTS, THROUGH THE SUPPLEMENTAL CONDITIONS OR TECHNICAL SPECIFICATIONS, COUNTY MAY WISH TO EXPAND UPON THE LEVEL OF DETAIL REQUIRED FOR THE PROJECT SCHEDULE.]**

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit four (4) copies of each of its Applications for Payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving

notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5. County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7. Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8. Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating

probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2 Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice of Award is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance

of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit to the County on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site; and

8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor for County.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48)

hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P. O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior

to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8. Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.

13.9. Duty To Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the abovenamed laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for

and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines

that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County,

including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.2 After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, materialmen, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year(s) after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law.

Section 22. TESTS AND INSPECTIONS

22.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

22.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the construction plans or Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work

has been rejected by County, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work.

23.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 28. SAFETY

28.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary

precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3. The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4. The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 29. PROJECT MEETINGS

1.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County.

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____
Witnesses as to Principal

By:_____

Name:_____

Its:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____
As Attorney In Fact (Attach Power)

_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

_____
Witness

_____
Witness

_____
Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____
As Attorney In Fact (Attach Power)

_____
_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

_____
Witness

_____
Witness

_____
Witnesses

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including

employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Buzz Roggenbuck
Office of Purchasing
213 S. Palafox Place
Pensacola, FL 32502
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be

encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager ~~or~~ and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA)
)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By:_____
Its:_____ President

_____
Witness

Date:_____

_____
Witness

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any:_____

EXHIBIT E

FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

□ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Architect

By: _____

Owner

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 21, 2020

To: All Known Prospective Bidders

Addendum Number 1:

RE: Commercial Demolition of 7220 Plantation Road

Solicitation Identification Number PD 19-20.088

All:

This notice is to provide for Acknowledgement of Addendum 1.

The following information is provided:

1. The Mandatory Pre-solicitation conference will be held at the job site, 7220 Plantation Road at 2:00 PM CDT on Monday, August 24, 2020..
2. The ITB has been revised to Rev A to reflect this correction.

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Senior Purchasing Coordinator

Acknowledgement of Receipt of Addendum 1:
SIGNED: _____
COMPANY: _____

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 21, 2020

To: All Known Prospective Bidders

Addendum Number 2:

RE: Commercial Demolition of 7220 Plantation Road

Solicitation Identification Number PD 19-20.088

All:

This notice is to provide for Acknowledgement of Addendum 2.

Response to question is on the next sheet

This Addendum Number 2 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Senior Purchasing Coordinator

Acknowledgement of Receipt of Addendum 2:
SIGNED: _____
COMPANY: _____

Response:

This is a private property and the County has no contact from owners. There will be no plans, drawings etc. hence the MANDATORY walkthrough. In order to handle potential asbestos properties, the bidder will be required to include the survey along with straight demolition and disposal costs in the quote. Once the project is awarded, the first thing the contractor will have to before anything is order the survey. The survey will indicate if remediation is required. If required, that contractor will be required to solicit cost of remediation and submit a change order. At that point the County will elect to approve the change and the contractor will complete the job OR the County can decide that it is too costly to spend tax dollars and cancel the project. The contractor will then submit an invoice with appropriate backup and a copy of the survey (as the County is paying for the survey) and the Contractor will paid off that invoice. The Contractor can add profit and overhead for facilitating and obtaining the survey. At that point, the county will let the property sit and draw fines.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 27, 2020

To: All Known Prospective Bidders

Addendum Number 3:

RE: Commercial Demolition of 7220 Plantation Road

Solicitation Identification Number PD 19-20.088

All:

This notice is to provide for Acknowledgement of Addendum 3.

1. Response to question is on the next sheet
2. Rev B of Invitation to Bid, Revised Scope, is available on Vendor Registry

This Addendum Number 3 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Buzz Roggenbuck
Senior Purchasing Coordinator

Acknowledgement of Receipt of Addendum 3:
SIGNED: _____
COMPANY: _____

Provided Question and Response:

1. Are slab and footers to be removed? Do we need to backfill the area of where we removed the slab and footers?
    a. Response:
        i. Under the demolition permit, there would be no requirement to remove the slab or parking lot and both should remain due to cost and potential erosion. Crushing and filling of the swimming pool is required. The contractor can punch a hole in the bottom of the pool and crush the sides, burying that cement/concrete, packing it in with fill dirt to level the surface with the surrounding area of the pool. The pool slab should remain; remove the handrails in the shallow end.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18735 **County Administrator's Report 10. 38.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Volunteer Florida Federal Fiscal Year 2020-2021 Emergency Management Performance Grant Community Emergency Response Team (CERT) Program Contract
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Volunteer Florida Federal Fiscal Year 2020-2021 Emergency Management Performance Grant Community Emergency Response Team Program Contract - Jason D. Rogers, Public Safety Director

That the Board take the following action:

A. Approve the Volunteer Florida Fiscal Year 2020-2021 Emergency Management Performance Grant Community Emergency Response Team (CERT) Program Grant Contract awarding Escambia County $5,000 to implement the CERT Program;

B. Authorize the Chairman or Vice Chairman to execute the Contract; and

C. Authorize Eric Gilmore, Emergency Manager, to execute any documents required to implement the Grant.

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

Paragraph VIII. MANDATED CONDITIONS, Subsection B. states that "This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall be in the Circuit Court of Leon County."

[Fund 110, Other Grants and Project Funds, Cost Center 330430, Revenue Account 334248]

BACKGROUND:

In support of the national effort to develop and enhance Citizen Corps programs, to include the CERT program, federal funds are being provided to continue the effort to engage, educate, and train local citizens in their role as it relates to emergency prevention, preparedness, response, recovery, mitigation, and public health measures for all hazards. The Grant will provide funds totaling $5,000, with program match being provided from either the selected contractor implementing the Grant program or from the existing Emergency Management Division existing budget funding.

BUDGETARY IMPACT:

These funds are designed as a reimbursement program to the Escambia County Division of Emergency Management for costs associated with eligible program activities. The local match requirements will be met by either the selected contractor implementing the program or from existing Emergency Management Division budget funding.

[Fund 110, Other Grants and Project Funds, Cost Center 330430, Revenue Account 334248]

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Board's Competitive Grant Policy and CERT program guidelines.

IMPLEMENTATION/COORDINATION:

Eric Gilmore, County Emergency Manager, will oversee implementation upon approval of the Contract. Coordination of this Grant will be between Volunteer Florida, Escambia County Division of Emergency Management, and include any other organization or agency identified for Grant implementation.

Attachments

CERT Contract

Volunteer Florida
Community Emergency Response Team (CERT) Contract
2020-2021

Sub-Grantee: Escambia County

FY 20-21 Grant Period: July 1, 2020 – May 31, 2021 (period of performance)

CFDA Number: 97.042

Contract Total: $5,000.00

This contract is hereby made and entered into as of this (the "Effective Date"), by and between the Florida Commission on Community Service, doing business as Volunteer Florida, having its principal place of business at 1545 Raymond Diehl Road, Suite 250, Tallahassee, FL 32308, and Escambia County, an entity organized under the laws of the State of Florida with its principal place of business located at 6575 North W Street, Pensacola, Florida 32505 (the "Sub-Grantee") (collectively, the "Parties") and referred to herein as the "Contract."

In accordance with the provisions of Federal Emergency Management Performance Grant Program (EMPG) funding, Volunteer Florida, serving as the Administrative Agency, hereby awards to the Sub-Grantee a contract in the amount shown above.

In consideration of the contracted services by Volunteer Florida and of the advantages and benefits received by the Sub-Grantee by virtue of such relationship, the receipt and adequacy of all of which considerations are hereby acknowledged; NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth herein, the Parties agree as follows:

I. **TYPE OF CONTRACT.** This is a cost reimbursement contract. Reimbursement for the contracted services will be contingent upon the documented allowable expenditures for the specified contract period. Volunteer Florida's performance and obligation to pay for services rendered under this contract is contingent upon available funding from FEMA and the State of Florida.

II. **PAYMENT OF FUNDS.** The Contract must be signed by an official authorized to sign on behalf of the Sub-Grantee and return to Volunteer Florida before execution of the contract. The Sub-Grantee should not request reimbursement for any funds spent outside the period of performance of the contract. Contract funds will be disbursed to Sub-Grantee (according to approved program budget) upon receipt of evidence of expenditures and receipt of deliverables according to the terms and conditions of the contract.

III. **REIMBURSEMENT.**
   A. Periodic Expenditure Reports (PER) shall be submitted quarterly, due on the 15th of the month following the end of the quarter, and shall include the supporting documentation for all costs of the project or services as well as compliance with the deliverables.

i. A PER, along with supporting documentation (invoices and proof of payment in the form of canceled checks, paid credit card statements, etc.), will be required before a reimbursement will be made to Sub-Grantee.
ii. Sub-grantees will be **required** to attend a PER 101 training during the contract period.
iii. An expense should be submitted on a PER in the quarter in which that expense is **paid**.

B. **The final PER shall be submitted no later than thirty (30) days after the expiration date of the contract.**

C. If funds are not available to fund this contract as a result of action by the United States Congress, the federal Office of Management and Budgeting, or the State Chief Financial Officer, all obligations on the part of Volunteer Florida to make any further payment of funds shall terminate, and the Sub-Grantee shall submit its closeout report no later than thirty days of receiving notice from Volunteer Florida.

IV. **MATCH REQUIREMENTS AND CASH OR IN-KIND CONTRIBUTIONS.**

A. Sub-Grantees are required to provide cash or in-kind match **dollar for dollar for this grant funding**. If the Sub-Grantee is unable to meet their contracted match amount, Volunteer Florida reserves the right to hold payments and utilize the Sub-Grantee's reimbursement request to meet the required match.

B. Match must be stated as a dollar amount on the PER. Sub-Grantees shall be required to document the source of any cash and/or in-kind contributions. Volunteer hours (valued at $24.93/hour, source: https://independentsector.org/resource/vovt_details/) directly related to Planning, Organizational, Training and/or Exercises may be used to meet the match requirement.

V. **AUDITS.**

A. The Sub-Grantee's performance under this Contract is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

B. The Sub-Grantee shall retain all records pertaining to this Contract, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through ligation or otherwise.

C. If the Sub-Grantee's expenditures of Federal awards during its applicable fiscal year(s) require it to conduct a single audit in accordance with the Uniform Guidance, the Sub-Grantee shall ensure that the required single audit is performed timely by an independent auditor.

VI. **CONTRACT AMENDMENTS.** All amendments to the contract must be in writing and must utilize the format provided herein and incorporated by reference. Further, any such amendments must be executed by authorized representatives of Volunteer Florida and the Sub-Grantee.

VII. **ATTACHMENTS.**

A. All Attachments to this Contract are incorporated as if set out fully.

B. In the event of any inconsistencies or conflict between the language of this Contract and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

C. This Contract has the following attachments:

Attachment A	Program Budget
Attachment B	Quarterly Milestones
Attachment C	Allowable Cost and Eligible Activities
Attachment D	Reports

Attachment E	Reporting Forms
Attachment F	Contract Amendment
Attachment G	Program Statutes and Regulations
Attachment H	Certification Regarding Debarment
Attachment I	Criminal History Check Status Form

VIII. **MANDATED CONDITIONS.**

A. The validity of this Contract is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Grantee in this Contract, in any later submission or response to a Volunteer Florida request, or in any submission or response to fulfill the requirements of this Contract. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of Volunteer Florida and no later than thirty days written notice to the Sub-Grantee, cause the termination of this Contract and the release of Volunteer Florida from all its obligations to the Sub-Grantee

B. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall be in the Circuit Court of Leon County. If any provision of this Contract is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Contract.

C. Any power of approval or disapproval granted to Volunteer Florida under the terms of this Contract shall survive the term of this Contract.

D. Any Sub-Grantee which is not a local government or State agency, and which receives funds under this Contract from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

   i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

   ii. Have not, within a five-year period preceding this Contract been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

   iv. Have not within a five-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

E. If the Sub-Grantee is unable to certify to any of the statements in VIII.D above, then the Sub-Grantee shall attach an explanation to this Contract.

F. **In addition, the Sub-Grantee shall send to Volunteer Florida by email the completed Attachment H titled: "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" for each intended subcontractor which sub-grantee plans to fund under this Contract.**

G. Volunteer Florida reserves the right to unilaterally cancel this Contract if the Sub-Grantee refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Grantee created or received under this Contract. Volunteer Florida shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours.

H. Volunteer Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the

employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. Volunteer Florida shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Grantee of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Contract by Volunteer Florida.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Contract must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

IX. **LEGAL AUTHORIZATION.**

J. The Sub-Grantee certifies that it has the legal authority to receive the funds under this Contract and that it's governing body has authorized the execution and acceptance of this Contract. The Sub-Grantee also certifies that the undersigned person has the authority to legally execute and bind Sub-Grantee to the terms of this Contract.

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of this contract; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit to these requirements; and that all agencies involved with this project understand that all Federal funds are limited to the period of performance and date stipulated in the funding contract.

I certify that I understand and agree the contract must be executed by December 31, 2020. I understand if the contract is not executed in that time frame, the awarded amount is considered declined and funds returned to Volunteer Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Name: Steven Barry
Title: BCC Chair
Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

VOLUNTEER FLORIDA

By: _____
Name: Clay Ingram
Title: Chief Executive Officer
Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-07-2020

II. **POINT OF CONTACT INFORMATION.**

A. The name, address, and telephone number of the Volunteer Florida CERT Program Manager:

Christy Rojas, Emergency Management Deputy Director
1545 Raymond Diehl Road
Suite 250
Tallahassee, FL 32308
(850) 414-7400
Christy@VolunteerFlorida.org

OR

Katie Troncoso, Grants and Contracts Manager
1545 Raymond Diehl Road
Suite 250
Tallahassee, FL 32308
(850) 414-7400
Katie@volunteerflorida.org

B. The name, address, and telephone number of the Sub-Grantee's Program Contact is:
Name: Eric Gilmore
Address: 6575 North W Street, Pensacola, Florida 32505
Phone: 850-471-6409
E-mail: egilmore@myescambia.com

C. The name, address, and telephone number of the Fiscal Contact is:
Name: Brad Hattaway
Address: 6575 North W Street, Pensacola, Florida 32505
Phone: 850-471-6414
E-mail:bchattaw@myescambia.com

CONTRACT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE FINAL APPROVAL OF SUB-GRANTEE'S PROPOSED BUDGET BY VOLUNTEER FLORIDA.

All Terms and Conditions Included. This contract and its attachments as referenced below and incorporated herein contain all the terms and conditions agreed upon by the parties.

Attachment A
PROGRAM BUDGET

I. Funding from the EMPG is intended for use by the Sub-Grantee to perform eligible activities as identified in Emergency Management Performance Grant Program Multi-Year Programmatic Guidance and programs that are consistent with 2 C.F.R. Part 200, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes.

II. Below is a fixed budget which outlines eligible categories and their allocation under this award.

III. The transfer of funds between the categories listed in the Program Budget is not permitted, unless approved by Volunteer Florida.

CERT/Citizens Corps Proposed Budget – Escambia County Emergency Management CERT

Allowable Expenditures	Qty	Unit Costs	CERT / Citizen	Grantee Match	Total
1. Planning Costs					
Plan and implement New CERT-Home Edition Program (2 x $700.00 = $1400.00)	2	$ 700.00	$ 700.00	$ 700.00	$ 1,400.00
Plan and implement New CERT-VOST Program (1 x $650.00 = $650.00)	1	$ 650.00	$ 325.00	$ 325.00	$ 650.00
Subtotal Planning			$ 1,025.00	$ 1,025.00	$ 2,050.00
2. Organizational Costs					
Level 2 Background Checks (20 x $60.00 = $1200)	20	$ 60.00	$ 600.00	$ 600.00	$ 1,200.00
					$ -
Subtotal Organization			$ 600.00	$ 600.00	$ 1,200.00
3. Equipment Acquisition Costs (please refer to FEMA's Authorized Equipment List: https://www.fema.gov/authorized-equipment-list and specifically refer to in your request for equipment. For example, First Aid Equipment and Supplies (03OE-03-KITS)					
20 CERT bags @ 60.00 ea AEL#21GN-00-CCEQ	20	$ 60.00	$ 600.00	600.00	$ 1,200.00
CERT Member shirts (20 shirts x $ 25.00 = $500.00) AEL#21GN-00-CCEQ	20	$ 25.00	$ 250.00	250.00	$ 500.00
Subtotal Equipment			$ 850.00	850.00	$ 1,700.00
4. Training Costs					
CERT-Home Edition (3 X $500.00= $1500.00)	3	$ 500.00	$ 750.00	$ 750.00	$ 1,500.00
CERT VOST Training for ESF-15 (1 x 1500=1500)	1	$ 1,500.00	$ 750.00	$ 750.00	$ 1,500.00
Quarterly Drills (3 x $600.00=$1800.00)	3	$ 600.00	$ 900.00	$ 900.00	$ 1,800.00
			$ -	$ -	$ -
Subtotal Training			$ 2,400.00	$ 2,400.00	$ 4,800.00
5. Exercise Costs					
			$ -		
			$ -		$ -
Subtotal Exercise			$ -	$ -	$ -
6. Allowable Management and Administration Costs (Up to 5% of total award)					
Finance and Adminstrative Support (1 x $250.00 = $250.00	1	$ 250.00	$ 125.00	$ 125.00	$ 250.00
			$ -		$ -
Subtotal M&A			$ 125.00	$ 125.00	$ 250.00
Total					
Total Budget			$ 5,000.00	$ 5,000.00	$ 10,000.00
Signature of Applicant					
Printed Name, Title	Eric Gilmore, Emergency Managemente Director				
Date of Application	7/23/2020				

Attachment B
QUARTERLY MILESTONES

Quarterly Period Milestones		Project Timeline or Deliverable Description	Start Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)	*Estimated Cost*
1st Quarter	1.	Execute grant agreement while engaging partners to prepare for and promote CERT Programming	**9/01/2020**	**12/31/2020**	**$0.00**
	2.	Develop plans for CERT- Home Edition using ZOOM and other technology	**9/01/2020**	**12/31/2020**	**$1,400**
	3.	Develop plans for new CERT VOST program	**9/01/2020**	**12/31/2020**	**$650**
2nd Quarter	4.	2 ea. CERT- Home Edition using ZOOM and other technology	**12/01/2020**	**5/30/2021**	**$1,000**
	5.	Quarterly Drill	**12/1/2020**	**3/31/2021**	**$600**
	6.	Host one (1) training drill	**12/01/2020**	**3/31/2021**	**$600**
	7.	Implement CERT VOST training	**12/01/2020**	**3/31/2021**	**$1,500**
	8.	Purchase 20 ea. CERT bags	**12/1/2020**	**3/31/2021**	**$1,200**
	9.	Purchase CERT shirts	**12/1/2020**	**3/31/2021**	**$500**
3rd Quarter	10.	CERT drill during the statewide hurricane exercise	**3/01/2021**	**5/30/2021**	**$600**
	11.	Level two background checks for CERT members	**3/01/2021**	**5/30/2021**	**$1,200**
	12.	Participate in (2) community outreach events to promote CERT	**3/01/2021**	**5/30/2021**	**$0.00**
4th Quarter	13.	CERT- Home Edition using ZOOM and other technology	**1/1/2021**	**4/30/2021**	**$500**
	14.	Submit the close-out report to Volunteer Florida once final reimbursement is received. (Admin fee)	**5/30/2021**	**5/30/2021**	**$250.00**

Total Cost: $10,000

Attachment C
ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES

I. **CATEGORIES AND ELIGIBLE ACTIVITIES.**

The 2020 EMPG Notice of Funding Opportunity allowable costs are divided into the following categories: **Planning, Organizational, Equipment, Training, Exercise, Management and Administration Costs.**

II. **PLANNING.**

Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and community-based approach to preparedness. Allowable planning costs include, but are not limited to the following:

A. All-of-Nation/Whole Community Engagement/Planning
   i. Developing/enhancing emergency operations plans to integrate citizen/volunteer organizations and other non-governmental organization resources and participation
   ii. Engaging the whole community in public education and awareness activities
   iii. Planning to foster public-private sector partnerships, including innovation for disasters initiatives that support the Citizen Corps mission as defined at: https://www.ready.gov/citizen-corps.
   iv. Executing an America's PrepareAthon! Activity to engage the whole community in a hazard-specific activity on the National Day of Action
   v. Establishing a Citizen Corps Council that brings together representatives of the whole community to provide input on emergency operations plans, risk assessments, mitigation plans, alert and warning systems, and other plans; assisting in outreach and education of community members in preparedness activities; and building volunteer capacity to support disaster response, recovery, and mitigation
   vi. Delivering the CERT Basic Training Course and supplemental training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager course
   vii. Developing or enhancing mutual aid agreements/compacts, including required membership in EMAC.

B. Resource Management Planning
   i. Developing/enhancing logistics and resource management plans.
   ii. Developing/enhancing volunteer and/or donations management plans.
   iii. Establishing, expanding or maintaining volunteer programs that support disaster preparedness and/or response, including but not limited to: Neighborhood Watch/USAonWatch, CERT, Volunteers in Police Service, Medical Reserve Corps, Fire Corps, Citizen Corps Affiliate Programs and Organizations.

III. **ORGANIZATION.**

A. Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (42 U.S.C. §§ 5121-5207), EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management, including staffing CERT and Citizen Corps positions at the state and local levels in order to promote whole community engagement in all phases of emergency management. Proposed staffing activities should be linked to accomplishing the activities outlined in the EMPG Program Work Plan.

B. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

C. Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.

D. Position descriptions for funded EMPG personnel and any position being used as match;
E. Office Supplies/Materials, memberships, postages.

IV. **TRAINING.**

Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training.

A. Training events should be registered on the Citizens Corps Council Calendar though the FEMA Citizens Responder website: https://community.fema.gov/Register, the SERTrac State Calendar: http://trac.floridadisaster.org/trac/loginform.aspx and approved by the Volunteer Florida Grants and Contracts Manager.
B. Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.
C. Additional types of training or training related activities include but are not limited to the following:
    i. Developing/enhancing systems to monitor training programs
    ii. Conducting all hazards emergency management training
    iii. Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
    iv. Attending other FEMA-approved emergency management training or conferences
    v. State-approved, locally-sponsored CERT training or conferences
    vi. Mass evacuation training at local, state, and tribal levels
D. Allowable training-related costs include the following:
    i. Funds used to develop, deliver, and evaluate training
    ii. Overtime and backfill
    iii. Travel
    iv. Hiring of a full or part-time staff or contractors/consultants
    v. Certification or recertification of instructors
E. The following are required items for the CERT Basic Training Course to be taught under this sub-grant:
    i. Use of the Full FEMA/EMI/Volunteer Florida CERT Basic Training Course – G317, including the terrorism module and showing the Sheltering-In-Place Video (DVD);
    ii. Use of a CERT Train-the-Trainer (TTT) – G428 Qualified Individual (A graduate of the CERT TTT or Trainer Course) as Program Manager, Course Manager, or Lead Instructor;
    iii. Use of the CERT Program Manager Course – G427 Qualified Individual (A graduate of the CERT TTT or Trainer Course) as Program Manager
    iv. Use of an adequate training facility.
F. It is the responsibility of the Sub-Grantee to arrange and compensate course managers for CERT trainings and course manuals. Sub-Grantees must maintain and monitor a database to track the number of trained volunteers.

V. **EXERCISE.**

A. Allowable exercise-related costs include:
    i. Funds used to design, develop, conduct and evaluate an exercise
    ii. Hiring of a full or part-time staff or contractors/consultants
    iii. Overtime and backfill
    iv. Travel
    v. Supplies

vi. Other Items - These costs are limited to items consumed in direct support of exercise activities, such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable. Food expenses outside of per diem reimbursement are not allowed.

VI. EQUIPMENT.

A. Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at: https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

B. Allowable equipment includes equipment from the following AEL categories:
   i. Information Technology (Category 4)
   ii. Interoperable Communications Equipment (Category 6)
   iii. Power Equipment (Category 10)
   iv. Physical Security Enhancement Equipment (Category 14)
   v. Other Authorized Equipment (Category 21)

C. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

VII. MANAGEMENT & ADMINISTRATION (M&A).

A. M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local emergency management agency chooses to assign personnel to specific M&A activities.

B. **M&A costs shall not exceed 5% percent of the total grant award.**

Attachment D
REPORTS

Sub-grantees shall provide Volunteer Florida with a Quarterly Program Report (found on page 14) and a quarterly Periodic Expenditure Report (PER) (found on page 15).

I. Quarterly Program and Financial reports are due to Volunteer Florida **no later than fifteen (15) days after the end of each quarter of the program year**; and shall continue to be submitted each quarter until submission of the fourth quarter report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and May 31.

II. **Sub-grantees shall expend and request reimbursement for: 50% of the sub-grant agreement funds no later than March 31; and 100% of the sub-grant agreement funds no later than May 31, 2020.**

III. **The sub-grantee shall provide Volunteer Florida with complete supporting documentation for the PER. Volunteer Florida will accept documentation via email to** CERT2020@volunteerflorida.org**.** Copies of invoices/receipts, canceled checks, and/ or bank/credit card statements and proof of credit card payment.

   A. **Planning Costs:** copies of completed plan, contracts or agreements with consultants or sub-contractors, providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports), Copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

   B. **Organization Costs:** For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked and proof employee was paid (paystubs, earning statements, and payroll expenditure reports), Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, and/or circled on the required supporting documentation).

   C. **Training Costs**: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.

   D. **Exercise Costs**: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). Copies of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

   E. **Equipment Acquisition Costs**: Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. Provide the Authorized Equipment List (AEL) # for each equipment purchase.

   F. **Management and Administration Costs**: Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports); **Costs for M&A activities are allowed up to 5% of the total award amount.**

IV. For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the sub-grantees seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the sub-grantee must provide documentation that: The costs are reasonable and do not exceed charges normally

allowed by the sub-grantee in its regular operations as a result of the sub-grantee written travel policy; and participation of the individual in the travel is necessary to the Federal award.

V. Sub-grantees shall provide a quarterly report outlining activities and accomplishments of the CC and CERT program via Blackbaud following the same schedule as the PER submission.

VI. Failure to submit reports in a timely manner will cause reimbursement to be withheld or delayed.

VII. Sub-grantees shall provide supporting documentation to justify all amounts in the reimbursement and match columns on the budget submitting to Volunteer Florida for approval. Sub-Grantees' can match using cash or in-kind goods or services.

VIII. The last quarter report is due no later than thirty (30) days after termination of this Contract. Federal funds provided under this contract shall be matched by the sub-grantee either by Cash Match or In-Kind Match from non-federal funds. Appropriate back-up/supporting documentation needs to be provided (i.e. copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment).

Attachment E
REPORTING FORMS

A. Quarterly Program Report page 14

B. Quarterly Periodic Expenditure Report (PER) page 15

QUARTERLY PROGRAM REPORT

volunteerflorida

Program Title: _____ add more sheets as necessary

Quarterly Report

			Organizational Activities		Planning Activities		Training Activities		Cummulative Organizational Activities		Cummulative Planning Activities		Cummulative Training Activities	
			#	P	#	P	#	P	#	P	#	P	#	P
Reporting Period	Start													
	End													
Training Held and Other (describe)														
Outreach Activities (describe)														
Exercise Activities (describe)														
Conference (describe)														
Materials Distributed														
Equipment														
Management & Admin (please describe)														
Sub-Contracts														
Quarterly Program Summary														
Additional Comments/notes														

Dep>EM>15>Grants>CERT>NOFO>Contracts>Rpt Forms>Qtrly Reports

KEY: # - Events, P - attendees

QUARTERLY PERIODIC EXPENDITURE REQUEST (PER)

LEGAL APPLICANT (LEAD AGENCY):			
PROGRAM:			
INVOICE DATES		TO	
PROGRAM YEAR:		2020-2021	
		MONTHLY BUDGET	
	CERT / Citizens Corps	Match	Total
A. Planning			
			$0.00
			$0.00
			$0.00
			$0.00
A. Planning	$0.00	$0.00	$0.00
B. Organization			
			$0.00
			$0.00
			$0.00
			$0.00
B. Organization	$0.00	$0.00	$0.00
C. Training			
			$0.00
			$0.00
			$0.00
			$0.00
C. Training	$0.00	$0.00	$0.00
D. Exercise			
			$0.00
			$0.00
			$0.00
			$0.00
D. Exercise	$0.00	$0.00	$0.00
E. Equipment			
			$0.00
			$0.00
			$0.00
			$0.00
E. Equipment	$0.00	$0.00	$0.00
F. Management and Administration			
			$0.00
			$0.00
			$0.00
			$0.00
F. Management and Administration	$0.00	$0.00	$0.00
SUBTOTAL	$0.00	$0.00	$0.00
TOTAL PER AMOUNTS:	$0.00	$0.00	$0.00
CERT / Citizens Corp / Match Share:	#DIV/0!	#DIV/0!	#DIV/0!
APPROVED BY *(must be typed or signed by program)*:			
Date PER sent to Volunteer Florida			

Attachment F



CERT/CITIZENS CORPS CONTRACT AMENDMENT

An Agreement BETWEEN: Florida Commission on Community Service (Volunteer Florida)
1545 Raymond Diehl Road, Suite 250
Tallahassee, FL 32308
850-414-7400

AND

Escambia County
Attn:
Address
Address
Phone Number

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date set forth below.

_____	_____
Clay Ingram Chief Executive Officer Volunteer Florida	CERT/CC Designated Authority
	_____ Title
_____	_____
Date	Date

Attachment G
PROGRAM STATUTES AND REGULATIONS

I. Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
II. Americans with Disabilities Act of 1990 42 U.S.C. § 12101-1221
III. Chapter 473, Florida Statutes: Chapter 215, Florida Statutes: Chapter 252, Florida Statutes: Emergency Management
VI. Chapter 119 Florida Statutes: Public Records
VII. Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
VIII. Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
IX. Copyright notice 17 U.S.C. §§ 401 or 402 also Section 1004.23, Florida Statutes
X. Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
XI. Debarment and Suspension Executive Orders 12549 and 12689
XII. Drug Free Workplace Act of 1988 41 U.S.C. § 701 et seq.
XIII. Duplication of Benefits 2 C.F.R. Part 200, Subpart E
XIV. Energy Policy and Conservation Act 42 U.S.C. § 6201
XV. False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
XVI. Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
XVII. Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
XVIII. Lobbying Prohibitions 31 U.S.C. § 1352 also 2 C.F.R. § 200.950 also Section 216.347 Florida Statute and Section § 1352, Title 31 US Code
XIX. Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq.
XX. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) U.S.C. § 1681 et seq.
XXI. Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
XXII. Rehabilitation Act of 1973 Section 504, .29 U.S.C. § 794
XXIII. USA Patriot Act of 2001 18 U.S.C. § 175-172c
XXIV. Whistleblower Protection Act 10 U.S.C. § 2409, 41 US.C. 4712, and 10 U.S.C. §
XXV. 2324, 41 U.S.C. § § 4304 and 4310
XXVI. Rule Chapters 27P-6, 27P-11 , and 27P-19, Florida Administrative Code
XXVII. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
XXVIII. To the extent that 2 C.F.R. Part 200 supersedes any provision outlined above, 2 C.F.R. Part 200 shall apply
XXIX. Contracting with Small and Minority Businesses, Women's Business, and Labor Surplus 2 C.F.R. § 200.321

Attachment H

CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

(1) The prospective subcontractor of the sub-grantee, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the sub-grantee's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By: _____

Escambia County_____ _____

Signature Sub-Grantee's Name

_____ _____

Name and Title Street Address

_____ _____

Street Address Date

_____

City, State, Zip

_____

Attachment I

CRIMINAL HISTORY CHECK STATUS FORM

Each Contract shall require the Sub-Grantee to certify that every volunteer who is a part of an Official Citizen Corps or CERT Program funded through this Contract has successfully passed a level 2 background screening, prior to deployment in an emergency or disaster.

This Criminal History Check Status Form must be completed and submitted to the VF Volunteer Services department within 60 days of the program start date. Florida Department of Law Enforcement state criminal history checks and National Sex Offender Public Registry (NSOPR) checks must be completed prior to any staff serving with or without accompaniment. Failure to submit this form may result in withholding of additional funds, or the requirement to reimburse already disbursed grant funds.

National Sex Offender Public Registry: https://www.nsopw.gov/

Florida Department of Law Enforcement Criminal History Information:

https://www.fdle.state.fl.us/Criminal-History-Records/Obtaining-Criminal-History-Information

https://www.fdle.state.fl.us/Criminal-History-Records/Record-Check

Lead Organization:	
Program Name:	
Program Start Date:	

I, _____, certify compliance with all applicable requirements, policies, regulations, and laws that apply to Florida Criminal History Background Check. I understand that providing any misrepresentation or false information could result in Volunteer Florida recouping any costs associated with the entity, individual, including travel costs, training expenses, etc.

_____ _____ _____

Signature Organization Date

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18739 **County Administrator's Report 10. 39.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Volunteer Florida Federal Fiscal Year 2020-2021 Emergency Management Performance Grant Citizen Corps Program Contract
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Volunteer Florida Federal Fiscal Year 2020-2021 Emergency Management Performance Grant Citizen Corps Program Contract - Jason D. Rogers, Public Safety Director

That the Board take the following action:

A. Approve the Volunteer Florida Federal Fiscal Year 2020-2021 Emergency Management Performance Grant Citizen Corps Program Contract awarding Escambia County $5,000 to implement the Citizen Corps Program;

B. Authorize the Chairman or Vice Chairman to execute the Contract; and

C. Authorize Eric Gilmore, Emergency Manager, to execute any documents required to implement the Grant.

Paragraph VIII. MANDATED CONDITIONS, Subsection B, that states "This Contract shall be construed under the laws of the State of Florida, and venue for any action arising out of this Contract will be in the Circuit Court of Leon County."

[Fund 110, Other Grants and Project Funds, Cost Center 330458, Revenue Account 334251]

BACKGROUND:

In support of the national effort to develop and enhance Citizen Corps programs, federal funds are being provided to continue the effort to engage, educate, and train local citizens in their roles as it relates to emergency prevention, preparedness, response, recovery, mitigation, and public health measures for all hazards. The Grant will provide funds totaling $5,000, with local match being required from either the selected contractor implementing the Grant or from the existing Emergency Management Division budget funding.

BUDGETARY IMPACT:

These funds are designed as a reimbursement program to the Escambia County Division of Emergency Management for costs associated with eligible program activities. The local match requirement will be met by either the selected contractor implementing the program or from existing Emergency Management Division budget funding.
[Fund 110, Other Grants and Project Funds, Cost Center 330458, Revenue Account 334251]

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Board's Competitive Grant Policy and Citizen Corps Program.

IMPLEMENTATION/COORDINATION:

Eric Gilmore, Division of Emergency Management Manager, will oversee implementation upon approval of the contract. Coordination of this grant will be between Volunteer Florida, Escambia County Division of Emergency Management, and include any other organization or agency identified for grant implementation.

Attachments

Citizen Corps Contract

DocuSign Envelope ID: D0265D48-04E1-42CD-9AA7-094AA430B45C

Volunteer Florida
Citizens Corps (CC) Contract
2020-2021

Sub-Grantee: Escambia County

FY 20-21 Grant Period: July 1, 2020 – May 31, 2021 (period of performance)

CFDA Number: 97.042

Contract Total: $5,000.00

This contract is hereby made and entered into as of this (the "Effective Date"), by and between the Florida Commission on Community Service, doing business as Volunteer Florida, having its principal place of business at 1545 Raymond Diehl Road, Suite 250, Tallahassee, FL 32308, and Escambia County, an entity organized under the laws of the State of Florida with its principal place of business located at 6575 North W Street, Pensacola, Florida 32505 (the "Sub-Grantee") (collectively, the "Parties") and referred to herein as the "Contract."

In accordance with the provisions of Federal Emergency Management Performance Grant Program (EMPG) funding, Volunteer Florida, serving as the Administrative Agency, hereby awards to the Sub-Grantee a contract in the amount shown above.

In consideration of the contracted services by Volunteer Florida and of the advantages and benefits received by the Sub-Grantee by virtue of such relationship, the receipt and adequacy of all of which considerations are hereby acknowledged; NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth herein, the Parties agree as follows:

I. **TYPE OF CONTRACT.** This is a cost reimbursement contract. Reimbursement for the contracted services will be contingent upon the documented allowable expenditures for the specified contract period. Volunteer Florida's performance and obligation to pay for services rendered under this contract is contingent upon available funding from FEMA and the State of Florida.

II. **PAYMENT OF FUNDS.** The Contract must be signed by an official authorized to sign on behalf of the Sub-Grantee and return to Volunteer Florida before execution of the contract. The Sub-Grantee should not request reimbursement for any funds spent outside the period of performance of the contract. Contract funds will be disbursed to Sub-Grantee (according to approved program budget) upon receipt of evidence of expenditures and receipt of deliverables according to the terms and conditions of the contract.

III. **REIMBURSEMENT.**
   A. Periodic Expenditure Reports (PER) shall be submitted quarterly, due on the 15th of the month following the end of the quarter, and shall include the supporting documentation for all costs of the project or services as well as compliance with the deliverables.

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i. A PER, along with supporting documentation (invoices and proof of payment in the form of canceled checks, paid credit card statements, etc.), will be required before a reimbursement will be made to Sub-Grantee.
ii. Sub-grantees will be **required** to attend a PER 101 training during the contract period.
iii. An expense should be submitted on a PER in the quarter in which that expense is **paid**.

B. **The final PER shall be submitted no later than thirty (30) days after the expiration date of the contract.**

C. If funds are not available to fund this contract as a result of action by the United States Congress, the federal Office of Management and Budgeting, or the State Chief Financial Officer, all obligations on the part of Volunteer Florida to make any further payment of funds shall terminate, and the Sub-Grantee shall submit its closeout report no later than thirty days of receiving notice from Volunteer Florida.

IV. MATCH REQUIREMENTS AND CASH OR IN-KIND CONTRIBUTIONS.

A. Sub-Grantees are required to provide cash or in-kind match **dollar for dollar for this grant funding**. If the Sub-Grantee is unable to meet their contracted match amount, Volunteer Florida reserves the right to hold payments and utilize the Sub-Grantee's reimbursement request to meet the required match.

B. Match must be stated as a dollar amount on the PER. Sub-Grantees shall be required to document the source of any cash and/or in-kind contributions. Volunteer hours (valued at $24.93/hour, source: https://independentsector.org/resource/vovt_details/) directly related to Planning, Organizational, Training and/or Exercises may be used to meet the match requirement.

V. AUDITS.

A. The Sub-Grantee's performance under this Contract is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

B. The Sub-Grantee shall retain all records pertaining to this Contract, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through ligation or otherwise.

C. If the Sub-Grantee's expenditures of Federal awards during its applicable fiscal year(s) require it to conduct a single audit in accordance with the Uniform Guidance, the Sub-Grantee shall ensure that the required single audit is performed timely by an independent auditor.

VI. CONTRACT AMENDMENTS.

All amendments to the contract must be in writing and must utilize the format provided herein and incorporated by reference. Further, any such amendments must be executed by authorized representatives of Volunteer Florida and the Sub-Grantee.

VII. ATTACHMENTS.

A. All Attachments to this Contract are incorporated as if set out fully.

B. In the event of any inconsistencies or conflict between the language of this Contract and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

C. This Contract has the following attachments:

Attachment A	Program Budget
Attachment B	Quarterly Milestones
Attachment C	Allowable Cost and Eligible Activities
Attachment D	Reports

DocuSign Envelope ID: D0265D48-04E1-42CD-9AA7-094AA430B45C

Attachment E	Reporting Forms
Attachment F	Contract Amendment
Attachment G	Program Statutes and Regulations
Attachment H	Certification Regarding Debarment
Attachment I	Criminal History Check Status Form

VIII. **MANDATED CONDITIONS.**

A. The validity of this Contract is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Grantee in this Contract, in any later submission or response to a Volunteer Florida request, or in any submission or response to fulfill the requirements of this Contract. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of Volunteer Florida and no later than thirty days written notice to the Sub-Grantee, cause the termination of this Contract and the release of Volunteer Florida from all its obligations to the Sub-Grantee

B. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall be in the Circuit Court of Leon County. If any provision of this Contract is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Contract.

C. Any power of approval or disapproval granted to Volunteer Florida under the terms of this Contract shall survive the term of this Contract.

D. Any Sub-Grantee which is not a local government or State agency, and which receives funds under this Contract from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

   i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

   ii. Have not, within a five-year period preceding this Contract been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

   iv. Have not within a five-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

E. If the Sub-Grantee is unable to certify to any of the statements in VIII.D above, then the Sub-Grantee shall attach an explanation to this Contract.

F. **In addition, the Sub-Grantee shall send to Volunteer Florida by email the completed Attachment H titled: "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" for each intended subcontractor which sub-grantee plans to fund under this Contract.**

G. Volunteer Florida reserves the right to unilaterally cancel this Contract if the Sub-Grantee refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Grantee created or received under this Contract. Volunteer Florida shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours.

H. Volunteer Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the

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employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. Volunteer Florida shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Grantee of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Contract by Volunteer Florida.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Contract must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

IX. **LEGAL AUTHORIZATION.**

J. The Sub-Grantee certifies that it has the legal authority to receive the funds under this Contract and that it's governing body has authorized the execution and acceptance of this Contract. The Sub-Grantee also certifies that the undersigned person has the authority to legally execute and bind Sub-Grantee to the terms of this Contract.

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of this contract; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit to these requirements; and that all agencies involved with this project understand that all Federal funds are limited to the period of performance and date stipulated in the funding contract.

I certify that I understand and agree the contract must be executed by December 31, 2020. I understand if the contract is not executed in that time frame, the awarded amount is considered declined and funds returned to Volunteer Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Name: Steven Barry
Title: BCC Chair
Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

VOLUNTEER FLORIDA

By: _____
Name: Clay Ingram
Title: Chief Executive Officer
Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-07-2020

DocuSign Envelope ID: D0265D48-04E1-42CD-9AA7-094AA430B45C

II. **POINT OF CONTACT INFORMATION.**

A. The name, address, and telephone number of the Volunteer Florida CERT Program Manager:

Christy Rojas, Emergency Management Deputy Director
1545 Raymond Diehl Road
Suite 250
Tallahassee, FL 32308
(850) 414-7400
Christy@VolunteerFlorida.org

OR

Katie Troncoso, Grants and Contracts Manager
1545 Raymond Diehl Road
Suite 250
Tallahassee, FL 32308
(850) 414-7400
Katie@volunteerflorida.org

B. The name, address, and telephone number of the Sub-Grantee's Program Contact is:
Name: Eric Gilmore
Address: 6575 North W Street, Pensacola, Florida 32505
Phone: 850-471-6409
E-mail: egilmore@myescambia.com

C. The name, address, and telephone number of the Fiscal Contact is:
Name: Brad Hattaway
Address: 6575 North W Street, 6575 North W Street
Phone: 850-471-6414
E-mail:bchattaw@myescambia.com

CONTRACT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE FINAL APPROVAL OF SUB-GRANTEE'S PROPOSED BUDGET BY VOLUNTEER FLORIDA.

All Terms and Conditions Included. This contract and its attachments as referenced below and incorporated herein contain all the terms and conditions agreed upon by the parties.

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Attachment A
PROGRAM BUDGET

I. Funding from the EMPG is intended for use by the Sub-Grantee to perform eligible activities as identified in Emergency Management Performance Grant Program Multi-Year Programmatic Guidance and programs that are consistent with 2 C.F.R. Part 200, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes.

II. Below is a fixed budget which outlines eligible categories and their allocation under this award.

III. The transfer of funds between the categories listed in the Program Budget is not permitted, unless approved by Volunteer Florida.

CERT/Citizens Corps Proposed Budget – Escambia County Emergency Management Citizens Corps

Allowable Expenditures	Qty	Unit Costs	CERT / Citizen	Grantee Match	Total
1. Planning Costs Citizen Corps Planning and Engagement (1x $1200 = $1200.00)	1	$ 1,200.00	$ 600.00	$ 600.00	$ 1,200.00
Citizen Corps Basic and Advanced Training (3 x $1000.00= $3000.00)	3	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 3,000.00
Citizen Corps Public Education & America s Prepare-athon (5 x $500.00 = $2500.00)	5	$ 500.00	$ 1,250.00	$ 1,250.00	$ 2,500.00
Subtotal Planning			$ 3,350.00	$ 3,350.00	$ 6,700.00
2. Organizational Costs					
		$ -	$ -	$ -	$ -
Program Manager (1% x $38,272 = $382.72)	1	$ 382.72	$ 191.36	$ 191.36	$ 382.72
Subtotal Organization			$ 191.36	$ 191.36	$ 382.72
3. Equipment Acquisition Costs (please refer to FEMA's Authorized Equipment List: https://www.fema.gov/authorized-equipment-list and specifically refer to in your request for equipment. For example, First Aid Equipment and Supplies (03OE-03-KITS)					
Equipment for livestreaming and pre-recording high quality training, workshops and virtual outreach events		$ -	-	-	-
O4MD-01-CMRA -Still Camera for livestreaming	1	$ 400.00	200.00	200.00	400.00
(1 x $400.00 = $400.00)					
O4MD-03-DISP - Video Display	1	$ 250.00	125.00	125.00	250.00
(1 x $250.00 = $250.00)					
O4HW-01-NTBK - Mobile Work Station	1	$ 850.00	425.00	425.00	850.00
(1 x $850.00 = $850.00)					
01ZP-00-STOL - Table (1 x $60.00 = $60.00)	1	$ 60.00	$ 30.00	$ 30.00	$ 60.00
030E-03-KTEA - First Aid Kit (1 x $80.00 = $80.00)	1	$ 80.00	$ 40.00	$ 40.00	$ 80.00
09ME-04-SPLT- Splints (5 x $30.00 = $150.00)	5	$ 30.00	$ 75.00	$ 75.00	$ 150.00
09MS-04-BAND - Bandages (2 cases x $55.00 = $110.00)	2	$ 55.00	$ 55.00	$ 55.00	$ 110.00
09TR-01-CSIM - Human Body Replicas (1 x $377.28 = $377.28)	1	$ 377.28	$ 188.64	$ 188.64	$ 377.28
09TR-01-MKIT - Moulage Kit (1 x $300.00 = $300.00)	1	$ 300.00	$ 150.00	$ 150.00	$ 300.00
09MS-04-TAPE - Triage Tape (1 case x $90.00 = $90.00)	1	$ 90.00	$ 45.00	$ 45.00	$ 90.00
Subtotal Equipment			1,333.64	1,333.64	2,667.28
4. Training Costs					
Training Supplies: Including first aid supplies, moulage, etc.		$ -	$ -	$ -	$ -
Subtotal Training			$ -	$ -	$ -
5. Exercise Costs					
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
Subtotal Exercise			$ -	$ -	$ -
6. Allowable Management and Administration Costs (Up to 5% of total award)					
		$ -	$ -	$ -	$ -
Finance and Admin Support ($5000 * .05 = $250.00)	1	$ 250.00	$ 125.00	$ 125.00	$ 250.00
Subtotal M&A			$ 125.00	$ 125.00	$ 250.00
Total					
Total Budget			$ 5,000.00	$ 5,000.00	$ 10,000.00
Signature of Applicant					
Printed Name & Title			Eric Gilmore, EM Manager		
Date of Application			9/8/2020		

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Attachment B
QUARTERLY MILESTONES

Quarterly Period Milestones Template

Quarterly Period Milestones		Project Timeline or Deliverable Description	Start Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)	*Estimated Cost*
1st Quarter	1.	Execute grant agreement while engaging partners to prepare for, promote, and develop & implement plans for engagement of participants in Northwest Florida Advanced Citizen Corps Academy.	**09/01/2020**	**12/30/2020**	**$600**
	2.	Engage Citizen Corps Council partners to develop plans for outreach and training	**09/01/2020**	**12/30/2020**	**$600**
	3.	Conduct Northwest Florida Advanced Citizen Corps Academy, record impact	**10/01/2020**	**12/30/2020**	**$1,000**
	4.	Purchase all equipment and supplies	**9/1/2020**	**12/31/2020**	**$2,667.28**
2nd Quarter	5.	Engage Citizen Corps volunteers in one (1) additional training opportunity, record impact	**1/1/2021**	**3/31/2021**	**$1,000**
	6.	Support five (2) public outreach activities this quarter.	**12/01/2020**	**3/31/2021**	**$1,000**
3rd Quarter	7.	Engage Citizen Corps Council partners to develop plans for engagement, training, and participation in hurricane exercise.	**03/01/2021**	**05/31/2021**	**$1,000**
	8.	Support five (3) public outreach activities to promote Citizen Corps this quarter.	**03/01/2021**	**05/31/2021**	**$1,500**
4th Quarter	9.	Program Manager salaries for entire contract period.	**06/01/2021**	**5/30/2021**	**$382.72**
	10.	Management And Admin Costs	**9/1/2020**	**5/30/2021**	**$250.00**

Total Cost: $10,000

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Attachment C
ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES

I. **CATEGORIES AND ELIGIBLE ACTIVITIES.**

The 2020 EMPG Notice of Funding Opportunity allowable costs are divided into the following categories: **Planning, Organizational, Equipment, Training, Exercise, Management and Administration Costs.**

II. **PLANNING.**

Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and community-based approach to preparedness. Allowable planning costs include, but are not limited to the following:

A. All-of-Nation/Whole Community Engagement/Planning
   i. Developing/enhancing emergency operations plans to integrate citizen/volunteer organizations and other non-governmental organization resources and participation
   ii. Engaging the whole community in public education and awareness activities
   iii. Planning to foster public-private sector partnerships, including innovation for disasters initiatives that support the Citizen Corps mission as defined at: https://www.ready.gov/citizen-corps.
   iv. Executing an America's PrepareAthon! Activity to engage the whole community in a hazard-specific activity on the National Day of Action
   v. Establishing a Citizen Corps Council that brings together representatives of the whole community to provide input on emergency operations plans, risk assessments, mitigation plans, alert and warning systems, and other plans; assisting in outreach and education of community members in preparedness activities; and building volunteer capacity to support disaster response, recovery, and mitigation
   vi. Delivering the CERT Basic Training Course and supplemental training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager course
   vii. Developing or enhancing mutual aid agreements/compacts, including required membership in EMAC.

B. Resource Management Planning
   i. Developing/enhancing logistics and resource management plans.
   ii. Developing/enhancing volunteer and/or donations management plans.
   iii. Establishing, expanding or maintaining volunteer programs that support disaster preparedness and/or response, including but not limited to: Neighborhood Watch/USAonWatch, CERT, Volunteers in Police Service, Medical Reserve Corps, Fire Corps, Citizen Corps Affiliate Programs and Organizations.

III. **ORGANIZATION.**

A. Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (42 U.S.C. §§ 5121-5207), EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management, including staffing CERT and Citizen Corps positions at the state and local levels in order to promote whole community engagement in all phases of emergency management. Proposed staffing activities should be linked to accomplishing the activities outlined in the EMPG Program Work Plan.

B. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

C. Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.

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D. Position descriptions for funded EMPG personnel and any position being used as match;
E. Office Supplies/Materials, memberships, postages.

IV. **TRAINING.**

Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training.

A. Training events should be registered on the Citizens Corps Council Calendar though the FEMA Citizens Responder website: https://community.fema.gov/Register, the SERTrac State Calendar: http://trac.floridadisaster.org/trac/loginform.aspx and approved by the Volunteer Florida Grants and Contracts Manager.
B. Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.
C. Additional types of training or training related activities include but are not limited to the following:
    i. Developing/enhancing systems to monitor training programs
    ii. Conducting all hazards emergency management training
    iii. Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
    iv. Attending other FEMA-approved emergency management training or conferences
    v. State-approved, locally-sponsored CERT training or conferences
    vi. Mass evacuation training at local, state, and tribal levels
D. Allowable training-related costs include the following:
    i. Funds used to develop, deliver, and evaluate training
    ii. Overtime and backfill
    iii. Travel
    iv. Hiring of a full or part-time staff or contractors/consultants
    v. Certification or recertification of instructors
E. The following are required items for the CERT Basic Training Course to be taught under this sub-grant:
    i. Use of the Full FEMA/EMI/Volunteer Florida CERT Basic Training Course – G317, including the terrorism module and showing the Sheltering-In-Place Video (DVD);
    ii. Use of a CERT Train-the-Trainer (TTT) – G428 Qualified Individual (A graduate of the CERT TTT or Trainer Course) as Program Manager, Course Manager, or Lead Instructor;
    iii. Use of the CERT Program Manager Course – G427 Qualified Individual (A graduate of the CERT TTT or Trainer Course) as Program Manager
    iv. Use of an adequate training facility.
F. It is the responsibility of the Sub-Grantee to arrange and compensate course managers for CERT trainings and course manuals. Sub-Grantees must maintain and monitor a database to track the number of trained volunteers.

V. **EXERCISE.**

A. Allowable exercise-related costs include:
    i. Funds used to design, develop, conduct and evaluate an exercise
    ii. Hiring of a full or part-time staff or contractors/consultants
    iii. Overtime and backfill
    iv. Travel
    v. Supplies

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vi. Other Items - These costs are limited to items consumed in direct support of exercise activities, such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable. Food expenses outside of per diem reimbursement are not allowed.

VI. EQUIPMENT.

A. Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at: https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

B. Allowable equipment includes equipment from the following AEL categories:
   i. Information Technology (Category 4)
   ii. Interoperable Communications Equipment (Category 6)
   iii. Power Equipment (Category 10)
   iv. Physical Security Enhancement Equipment (Category 14)
   v. Other Authorized Equipment (Category 21)

C. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

VII. MANAGEMENT & ADMINISTRATION (M&A).

A. M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local emergency management agency chooses to assign personnel to specific M&A activities.

B. **M&A costs shall not exceed 5% percent of the total grant award.**

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Attachment D
REPORTS

Sub-grantees shall provide Volunteer Florida with a Quarterly Program Report (found on page 14) and a quarterly Periodic Expenditure Report (PER) (found on page 15).

I. Quarterly Program and Financial reports are due to Volunteer Florida **no later than fifteen (15) days after the end of each quarter of the program year**; and shall continue to be submitted each quarter until submission of the fourth quarter report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and May 31.

II. **Sub-grantees shall expend and request reimbursement for: 50% of the sub-grant agreement funds no later than March 31; and 100% of the sub-grant agreement funds no later than May 31, 2020.**

III. **The sub-grantee shall provide Volunteer Florida with complete supporting documentation for the PER. Volunteer Florida will accept documentation via email to** CERT2020@volunteerflorida.org**.** Copies of invoices/receipts, canceled checks, and/ or bank/credit card statements and proof of credit card payment.

   A. **Planning Costs:** copies of completed plan, contracts or agreements with consultants or sub-contractors, providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports), Copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

   B. **Organization Costs:** For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked and proof employee was paid (paystubs, earning statements, and payroll expenditure reports), Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, and/or circled on the required supporting documentation).

   C. **Training Costs**: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.

   D. **Exercise Costs**: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). Copies of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

   E. **Equipment Acquisition Costs**: Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. Provide the Authorized Equipment List (AEL) # for each equipment purchase.

   F. **Management and Administration Costs**: Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports); **Costs for M&A activities are allowed up to 5% of the total award amount.**

IV. For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the sub-grantees seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the sub-grantee must provide documentation that: The costs are reasonable and do not exceed charges normally

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allowed by the sub-grantee in its regular operations as a result of the sub-grantee written travel policy; and participation of the individual in the travel is necessary to the Federal award.

V. Sub-grantees shall provide a quarterly report outlining activities and accomplishments of the CC and CERT program via Blackbaud following the same schedule as the PER submission.
VI. Failure to submit reports in a timely manner will cause reimbursement to be withheld or delayed.
VII. Sub-grantees shall provide supporting documentation to justify all amounts in the reimbursement and match columns on the budget submitting to Volunteer Florida for approval. Sub-Grantees' can match using cash or in-kind goods or services.
VIII. The last quarter report is due no later than thirty (30) days after termination of this Contract. Federal funds provided under this contract shall be matched by the sub-grantee either by Cash Match or In-Kind Match from non-federal funds. Appropriate back-up/supporting documentation needs to be provided (i.e. copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment).

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Attachment E
REPORTING FORMS

A. Quarterly Program Report page 14

B. Quarterly Periodic Expenditure Report (PER) page 15

DocuSign Envelope ID: D0265D48-04E1-42CD-9AA7-094AA430B45C

QUARTERLY PROGRAM REPORT

volunteerflorida

Program Title: _____ add more sheets as necessary

Quarterly Report									Cummulative					
			#	P	#	P	#	P	#	P	#	P	#	P
	Start		Organizational Activities		Planning Activities		Training Activities		Organizational Activities		Planning Activities		Training Activities	
Reporting Period	End													
Training Held and Other (describe)														
Outreach Activities (describe)														
Exercise Activities (describe)														
Conference (describe)														
Materials Distributed														
Equipment														
Management & Admin (please describe)														
Sub-Contracts														
Quarterly Program Summary														
Additional Comments/notes														

Dep>EM>15>Grants>CERT>NOFO>Contracts>Rpt Forms>Qtrly Reports

KEY: # - Events, P - attendees

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QUARTERLY PERIODIC EXPENDITURE REQUEST (PER)

LEGAL APPLICANT (LEAD AGENCY):			
PROGRAM:			
INVOICE DATES		TO	
PROGRAM YEAR:		2020-2021	
		MONTHLY BUDGET	
	CERT / Citizens Corps	Match	Total
A. Planning			
			$0.00
			$0.00
			$0.00
			$0.00
A. Planning	$0.00	$0.00	$0.00
B. Organization			
			$0.00
			$0.00
			$0.00
			$0.00
B. Organization	$0.00	$0.00	$0.00
C. Training			
			$0.00
			$0.00
			$0.00
			$0.00
C. Training	$0.00	$0.00	$0.00
D. Exercise			
			$0.00
			$0.00
			$0.00
			$0.00
D. Exercise	$0.00	$0.00	$0.00
E. Equipment			
			$0.00
			$0.00
			$0.00
			$0.00
E. Equipment	$0.00	$0.00	$0.00
F. Management and Administration			
			$0.00
			$0.00
			$0.00
			$0.00
F. Management and Administration	$0.00	$0.00	$0.00
SUBTOTAL	$0.00	$0.00	$0.00
TOTAL PER AMOUNTS:	$0.00	$0.00	$0.00
CERT / Citizens Corp / Match Share:	#DIV/0!	#DIV/0!	#DIV/0!
APPROVED BY *(must be typed or signed by program)*:			
Date PER sent to Volunteer Florida			

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Attachment F

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CERT/CITIZENS CORPS CONTRACT AMENDMENT

An Agreement BETWEEN: Florida Commission on Community Service (Volunteer Florida)
1545 Raymond Diehl Road, Suite 250
Tallahassee, FL 32308
850-414-7400

AND

Escambia County
Attn:
Address
Address
Phone Number

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date set forth below.

_____	_____
Clay Ingram Chief Executive Officer Volunteer Florida	CERT/CC Designated Authority
	_____ Title
_____	_____
Date	Date

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Attachment G
PROGRAM STATUTES AND REGULATIONS

I. Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
II. Americans with Disabilities Act of 1990 42 U.S.C. § 12101-1221
III. Chapter 473, Florida Statutes: Chapter 215, Florida Statutes: Chapter 252, Florida Statutes: Emergency Management
VI. Chapter 119 Florida Statutes: Public Records
VII. Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
VIII. Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
IX. Copyright notice 17 U.S.C. §§ 401 or 402 also Section 1004.23, Florida Statutes
X. Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
XI. Debarment and Suspension Executive Orders 12549 and 12689
XII. Drug Free Workplace Act of 1988 41 U.S.C. § 701 et seq.
XIII. Duplication of Benefits 2 C.F.R. Part 200, Subpart E
XIV. Energy Policy and Conservation Act 42 U.S.C. § 6201
XV. False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
XVI. Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
XVII. Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
XVIII. Lobbying Prohibitions 31 U.S.C. § 1352 also 2 C.F.R. § 200.950 also Section 216.347 Florida Statute and Section § 1352, Title 31 US Code
XIX. Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq.
XX. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) U.S.C. § 1681 et seq.
XXI. Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
XXII. Rehabilitation Act of 1973 Section 504, .29 U.S.C. § 794
XXIII. USA Patriot Act of 2001 18 U.S.C. § 175-172c
XXIV. Whistleblower Protection Act 10 U.S.C. § 2409, 41 US.C. 4712, and 10 U.S.C. §
XXV. 2324, 41 U.S.C. § § 4304 and 4310
XXVI. Rule Chapters 27P-6, 27P-11 , and 27P-19, Florida Administrative Code
XXVII. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
XXVIII. To the extent that 2 C.F.R. Part 200 supersedes any provision outlined above, 2 C.F.R. Part 200 shall apply
XXIX. Contracting with Small and Minority Businesses, Women's Business, and Labor Surplus 2 C.F.R. § 200.321

Attachment H

DocuSign Envelope ID: D0265D48-04E1-42CD-9AA7-094AA430B45C

CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

(1) The prospective subcontractor of the sub-grantee, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the sub-grantee's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By: _____

Escambia County_____ _____

Signature Sub-Grantee's Name

_____ _____

Name and Title Street Address

_____ _____

Street Address Date

_____

City, State, Zip

_____

Date

Attachment I

DocuSign Envelope ID: D0265D48-04E1-42CD-9AA7-094AA430B45C

CRIMINAL HISTORY CHECK STATUS FORM

Each Contract shall require the Sub-Grantee to certify that every volunteer who is a part of an Official Citizen Corps or CERT Program funded through this Contract has successfully passed a level 2 background screening, prior to deployment in an emergency or disaster.

This Criminal History Check Status Form must be completed and submitted to the VF Volunteer Services department within 60 days of the program start date. Florida Department of Law Enforcement state criminal history checks and National Sex Offender Public Registry (NSOPR) checks must be completed prior to any staff serving with or without accompaniment. Failure to submit this form may result in withholding of additional funds, or the requirement to reimburse already disbursed grant funds.

National Sex Offender Public Registry: https://www.nsopw.gov/

Florida Department of Law Enforcement Criminal History Information:

https://www.fdle.state.fl.us/Criminal-History-Records/Obtaining-Criminal-History-Information

https://www.fdle.state.fl.us/Criminal-History-Records/Record-Check

Lead Organization:	
Program Name:	
Program Start Date:	

I, _____, certify compliance with all applicable requirements, policies, regulations, and laws that apply to Florida Criminal History Background Check. I understand that providing any misrepresentation or false information could result in Volunteer Florida recouping any costs associated with the entity, individual, including travel costs, training expenses, etc.

_____ _____ _____

Signature Organization Date

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18825 **County Administrator's Report 10. 40.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Award of a Purchase Order for One D6LGP Waste Arrangement VPAT
From: JAMES HIGDON, Division Manager
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the award of a Purchase Order for One D6 LGP Waste Arrangement VPAT for the Waste Services Department - Wes Moreno, Public Works Department Director and Pat Johnson, Waste Services Department Director

That the Board take the following action:

A. Authorize the use of Sourcewell Contract # 032119-Cat: and

B. Award and Authorize the County Administrator to sign a Purchase Order, in the amount of $457,875, to Thompson Caterpillar for the purchase of one D6 LGP Waste Arrangement VPAT for the Waste Services Department.

Vendor	Funding	Amount	Contract
Thompson Caterpillar (Vendor #: 201640)	Fund: 401 Cost Center: 230314 Object Code: 56401 Machinery & Equipment	$457,875	Sourcewell Contract 032119-CAT

BACKGROUND:

The purchase of this equipment will replace the existing 2008 Caterpillar D6T dozer PN#57026. Repairs associated with PN# 57026 have resulted in an increase in repair/maintenance expenditures. Given the increased amount of waste being received from Hurricane Sally, as well as the projected increase due to continual residential expansion in the County and city, waste equipment capable of meeting the demand, with minimal operating costs is necessary.

BUDGETARY IMPACT:

Vendor	Funding	Amount	Contract
Thompson Caterpillar (Vendor #: 201640)	Fund: 401 Cost Center: 230314 Object Code: 56401, Machinery & Equipment	$457,875	Sourcewell Contract 032119-CAT

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration assocated with this Recommendation.

PERSONNEL:

This Recommendation was prepared in-house, no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances, Escambia County, Florida 1999, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order upon Board approval.

Attachments

Thompson D6 Quote

Thompson CAT

PROPOSAL/EQUIPMENT ORDER

Print Date:	9/3/2020
Quote No.:	4973111431-8
Customer No:	2681000
Valid Until:	8/14/2020
PO:	
Salesman:	David R Brown
Phone:	850-471-6700

PURCHASER

ESCAMBIA COUNTY FL SOLID WASTE MANAGEMENT
13009 BEULAH RD
CANTONMENT FL 32533

SHIP TO

ESCAMBIA COUNTY FL SOLID WASTE MANAGEMENT
13009 BEULAH RD
CANTONMENT FL 32533

D6 LGP Waste Arrangment VPAT $457,875.00

$572,822 total list price for Caterpillar specified items
$-131,749 23% discount per Sourcewell contract 032119-Cat specified item cost per contract

$ 9,900 freight prep and delivery
$18,514 5 year extended warranty

$469,487 sub
$- 11,612 additional loyal customer discount from Thompson Tractor Company.

$457,875 total transaction price

D6 20A LGP VPAT TTT CFG5
WASTE HANDLING ARR, VPAT
FINAL DRIVE, 94" (2388MM), GRD
ENGINE, LUC, THERMAL SHIELD
OIL CHANGE SYSTEM, HIGH SPEED
UNDERCARRIAGE, HDXL, WASTE
TRACK, 760MM/30" ES TRAP HDXL
FAN, REVERSING, VPAT
HYDRAULICS, VPAT
CONTROL, RIPPER
SEAT, STANDARD
PREMIUM DISPLAY, NON ARO
CONTROL, STANDARD, VPAT
FUEL TANK, BASIC
ENCLOSURE, ENGINE, VPAT
STRIKER BOX
FLUIDS, STD OIL, -35F
FILM, WARNING, ANSI
GUARD, FUEL TANK
VPAT DOZER PACKAGE
BLADE, LGP VPAT

CONTINUED...

Thompson CAT

PROPOSAL/EQUIPMENT ORDER

Print Date:	9/3/2020
Quote No.:	4973111431-8
Customer No:	2681000
Valid Until:	8/14/2020
PO:	
Salesman:	David R Brown
Phone:	850-471-6700

PURCHASER

ESCAMBIA COUNTY FL SOLID WASTE MANAGEMENT
13009 BEULAH RD
CANTONMENT FL 32533

SHIP TO

ESCAMBIA COUNTY FL SOLID WASTE MANAGEMENT
13009 BEULAH RD
CANTONMENT FL 32533

PACK, DOMESTIC TRUCK, MTTT

Sales Subtotal	457,875.00
Tax Subtotal	0.00
Total	457,875.00

Prices, Taxes and Availability are subject to change

The Equipment purchased hereunder will be delivered to Purchaser at _____ as soon as available from Seller's stock or from the factory, subject to normal delivery scheduling, and the Sales Price includes normal delivery charge, unless the following sentence applies: __(Mark box if applicable.) Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in in the preceding sentence and a separate delivery charge is shown on Line (7). Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control.
If insurance is not included here, list Purchaser's Insurance Agent: _____
This Order consists of two pages. Purchaser agrees to purchase the equipment described above on the Terms and Conditions set forth above and on the back of this page or the accompanying page.

Signature: _____ Date: _____ TTCO: _____

XAP_SalesQuotation_Sales

TERMS AND CONDITIONS

1. EXECUTION OF OTHER DOCUMENTS. If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and other documents as Seller may require evidencing and securing the Total Time Pay Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due Shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.

2. RISK OF LOSS; INSURANCE. The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage, and from such other insurable perils as Seller may require, in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole discretion. Purchaser may furnish the required insurance through an existing policy or through an insurance agent selected by Purchaser. Seller may refuse to accept any insurance offered by Purchaser for reasonable cause. Any insurance offered through Seller or an affiliate of Seller is offered only as a convenience to Purchaser and is not required. If any insurance coverage is purchased through Seller, Seller is not the agent or broker for Purchases, and Seller or an affiliate of Seller may receive compensation on the sale of the insurance.

3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation. New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties.
Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment.
With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller.
The forgoing provisions are in lieu of all other warranties, express or implied. Seller hereby disclaims, and Purchaser hereby waives, any warranty of MERCHANTABILITY or FITNESS FOR ANY PARTICULAR PURPOSE and any other warranty or obligation of Seller to Purchaser on account of any defect in or any failure or insufficiency of the equipment.
In no event will Seller be liable for any especial or consequential damages sustained by Purchaser, even if Seller had reason to know of them.
Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort -- whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability -- for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agree that it is the intent of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.

4. PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE. Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.

5. SELLER'S RESERVATION OF TITLE. Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due any payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due. Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.

6. INTEREST AFTER DEFAULT. After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.

7. COLLECTION COSTS. Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.

8. ARBITRATION OF DISPUTES. Purchaser and Seller acknowledge and agree that the transaction between them involves ""commerce"" as that term is used in the Federal Arbitration Act, 9 U.S.C. Sec.. 1. Purchaser and Seller agree that all disputes, controversies or claims of any kind and character whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the arbitrator's award may be entered by any court of competent jurisdictio The arbitrator shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The foregoing does not affect the right of either party to seek a judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.

9. NO ADDITIONAL OR DIFFERENT TERMS. If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.

10. **Notice of Thompson Tractor Co., Inc. Customer Data and Telematics Data Privacy Statements**

Customer Data
We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information that allows for identifying and contacting a customer such as name, address, phone number and email address.

Telematics Data
In the event this machine is equipped with telematics devices such as Product Link or the Vital Information Management System (VIMS), data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.

Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com.
ver: DFLLC3/14

Initial: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18832 **County Administrator's Report 10. 41.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Over 25K Board Approval 2020-2021
From: JAMES HIGDON, Division Manager
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2020/2021 Purchase Orders, in Excess of $25,000,for the Public Works Department - Wes Moreno, Public Works Department Director

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

	Vendor / Contractor	Amount	Contract #
A.	**Sterling Tree Service (Vendor # 195409)** Hazardous Tree Removal Fund175, Cost Center 260102, 53401 Road Maintenance	$35,000	
B.	**Monroe Muffler Brake Inc. DBA McGee Tire (Vendor # 424081)** Light & Heavy Equipment Tires Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	$25,000	State Contract GOOO609
C.	**Southern Tire Mart, LLC (Vendor# 426199)** Light & Heavy Equipment Tires Fund 175, Cost Center 260201, 54601 (Fleet Maintenance)	$150,000	State Contract 25172500-WSCA-15-ACS

D.	**Thompson Tractor Co., Inc. (Vendor# 201640)** Heavy Equipment Parts (CAT) Fund 175, Cost Center 260201,54601 (Fleet Maintenance)	$100,000	Proprietary Parts Catepillar Equipment
E.	**O'Reilly Automotive Store, Inc. (Vendor# 150249)** Parts, Supplies, Repair, Maintenance Fund 143, Cost Center 330206, 54601 (Fire Services)	$50,000	Parts and Supplies For Fire Trucks
F.	**Rev Group (Vendor# 427554)** Fire Truck Parts, Repair, Maintenance Fund 143, Cost Center 330206, 54601 (Fire Services)	$100,000	Proprietary Parts Fire Trucks
G.	**Covington Heavy Duty Parts (Vendor # 034898)** Fire Truck Parts, Supplies, Repair Fund 143, Cost Center 330206,56401 (Fire Services)	$75,000	Proprietary Parts Fire Truck Equipment

BACKGROUND:

Isuance of these Purchase Orders is necessary to ensure the continuity of services provided by the Board of County Commissioners via Public Works. These Purchase Orders will allow for the repair and maintenance of the County's Fire Fleet and the removal of hazardous trees throughout the County.

BUDGETARY IMPACT:

Funds are available in the budget under the following:

Fund 175, Cost Center 260102, Object Code 53401
Fund 175, Cost Center 260201, Object Code 54601
Fund 143, Cost Center 330206, Object Code 54601

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration necessary

PERSONNEL:

This Recommedation was prepared in-house. No additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Orders upon Board Approval.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18829 **County Administrator's Report 10. 42.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Award of a Purchase Order for Two Kenworth Model T370 Fuel Trucks for the Public Works Department
From: JAMES HIGDON, Division Manager
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of a Purchase Order for Two Kenworth Model T370 Fuel Trucks for the Public Works Department - Wes Moreno, Public Works Department Director

That the Board take the following action:

A. Authorize the use of NJPA Sourcewell Contract 081716-KTC; and

B. Award and authorize the County administrator to sign a Purchase Order, in the amount of $343,278.88, to Rush Truck Center of Alabama, for Two 2021 Kenworth Model T370 fuel trucks ($171,639.44 each) for the Public Works Department.

VENDOR	FUNDING	AMOUNT	CONTRACT
Rush Truck Center of Alabama Vendor Number: 182903	Transportation Trust Fund 175 Cost Center 260102 Object Code 56401 Machinery and Equipment	$343,278.88	NJPA Sourcewell Contract 08176-KTC

BACKGROUND:

The Public Works Department is utilizing two 1991 fire truck chasis outfitted for use as fuel trucks. These trucks have mileages of 166,381 and 236,829. These two trucks are heavily relied upon to provide fuel to equipment and generators. They are crucial to keeping the County fueled during emergency response. Additionally, these trucks are sent as part of mutual aide responses whenever Emergency Management or the Sheriff's Depertment respond to events such as Hurricane Michael in Bay County. The purchase of the two proposed new fuel trucks would be a much-needed enhancement that would bring improved reliability and efficiency to

the County's Fuel Operations.

BUDGETARY IMPACT:

Transportation Trust Fund Fund 175
Cost Center 260102
Object Code 56401 Machinery and Equipment

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Fuel Truck Quote

#18829

BUYER'S ORDER

TITLING/BILL TO NAME (LESSOR) Customer#	PHYSICAL/DELIVERY ADDRESS (LESSEE)
ESCAMBIA COUNTY ROAD DEPT	
ADDRESS: 601 HIGHWAY 297A	ADDRESS:
CITY: CANTONMENT STATE: FL ZIP: 32533 COUNTY: ESCAMBIA	CITY STATE ZIP COUNTY
CONTACT: JAMIE HIGDON PHONE E-MAIL	CONTACT PHONE E-MAIL
ORDERED EQUIPMENT INSURANCE CO	LIENHOLDER Lender #
INSURANCE AGENCY	ADDRESS
AGENT/CONTACT PHONE E-MAIL	CITY STATE ZIP
PO# SALES TAX EXEMPTION REASON	CONTACT PHONE E-MAIL

TO BE DELIVERED IN	STATE	COUNTY	CITY	TO BE TITLED IN STATE OF	SALESMAN
	FL	ESCAMBIA	CANTONMENT	FL	ROBBY JAYE

ORDERED EQUIPMENT

N/U	STOCK #	YR	MAKE	MODEL	COLOR	VIN	SALES PRICE
N/	465229	2021	KW	T370	WHITE	MJ465229	174,759.44

ADDITIONS, ACCESSORIES OR WORK TO BE PERFORMED

NJPA SOURCEWELL CONTRACT 081716-KTC

INCLUDES CUSTOM FUEL & LUBE BODY PROVIDED BY FLEETCO

TOTAL SALES PRICE	174,759.44
FET	(120.00)
TOTAL ADDITIONAL COSTS	
TOTAL PRICE OF ORDERED EQUIP.	174,639.44
TOTAL TRADE-IN ALLOWANCE	-
TRADE DIFFERENCE	174,639.44
SALES TAX 0.0000	-
TOTAL LIEN PAYOFF(S)	-
DOCUMENTARY/SERVICE FEE	-
BALANCE	174,639.44
NON REFUNDABLE DEPOSIT WITH ORDER	
DOWN PAYMENT	
REFUND TO CUSTOMER AFTER DELIVERY	
BALANCE DUE AT DELIVERY	174,639.44
LENDER DOCUMENTATION FEES	
INSURANCE PREMIUMS	
AMOUNT TO BE FINANCED	174,639.44

Select Branch

DOUBLECHECK THE DELIVERY COUNTY AS THIS MAY BE IN ANOTHER DEALERSHIP'S AOR

DISCLAIMER OF WARRANTIES

All warranties on this equipment are those of the manufacturers. The Dealer **HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;** and the Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the equipment. **ALL USED EQUIPMENT IS SOLD AS-IS, WHERE-IS WITH NO WARRANTY WHATSOEVER FROM THE DEALER.** This disclaimer in no way affects the provisions of the manufacturers warranties.

ADDITIONAL TERMS ON NEXT PAGE

By signing below, the Buyer acknowledges that he/she has read all terms set forth above and on the next page of this Buyer's Order and agrees to purchase the Equipment on these terms: acknowledges that said terms constitute the entire agreement between the Buyer and the Dealer, except for any other written agreements; and acknowledges that there are

Buyer Date 10/9/2020

THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY AN AUTHORIZED MANAGER OF THE COMPANY

Manager

DELIVERY DATE?
Remote Heated Mirrors?

2 EA - 20# B+C Fire Extinguishers
4 - Fuel Placards

FLEETCO
We Build the Trucks that Build the Gulf Coast

Truckworx Kenworth &
Escambia County Public Works
Attn: Robby Jaye & Jamey Higdon
Ref: 1000 Gallon Dual fuel truck

October 8, 2020

We are pleased to quote the followings lubrication equipment and installation of products.

OIL SYSTEM
2 – Graco 5:1 oil pump
2 – CO7 Regulator
2 – 327033 adapters
2 – Graco Mechanical Oil Meters
2 – Alemite 50' x ½" oil reels
2 – NPN hose kit
2 – NPN ball valves & nipples
2 – Inline Product Filters

DEF SYSTEM
1 – 3/8" Air operated DEF pump
1 – C07 Regulator
1 – DEF 50' Reel
1 – Nozzle with swivel
1 – NPN Stainless and Poly conn hose kit
1 – Heated and Insulated tank

CHASIS SYSTEM
1 – 8549-A1 Air operated 70:1 400lb. pump
1 – Alemite 50' x 3/8" reel
1 – NPN conn. Hose kit
1 – C07 combo
1 – 6320 control w/swivel
1 – Tie Downs
1 – Insulated blanket
1 – Heated grease base

AIR SYSTEM
1 –TPL hydraulic compressor 32CFM, PTO Driven
1 – NPN air manifold kit

FUEL SYSTEM #2
1 – 1" Air operated Diaphragm pump
1 – 1" x 50' Alemite Fuel Reel
1 – Nozzle and swivel
1 – Inline Digital meter
1 – NPN coupler kits
1 – NPN conn hose kits
1 – ½" regulators
1 – 50' Static discharge reel

FUEL SYSTEM
1 – 1 ½" Hyd. Operated Fuel Pump
1 – 1" Fuel Reel w/ 50' Hose
1 – 1" Tuthill Fuel Meter
1 – NPN Connecting Hose

TANKS WITH VENT FILL
2 – 1-100 & 1-25 gallon Oil
1 – 50 gallon DEF Stainless heated and insulated
1 – 1000 Diesel Semi Elliptical Tank
1 – 200 gallon Fuel #2
4 – LED Spot lights off rear
4 – 4100 Lum Spots on side of Truck
4 – Amber/Clear Strobes front and rear
1 – TPL Hyd Valve and switch kit

PTO UNIT TO RUN HYD. COMPRESSOR. TO MOUNT DIRECTLY ON TRANSMISSION.

1 – 17' Flat Bed w/ Side Step Access with Enclosed Reel Cabinet W/Lockable Roll up Door.

Paint Body White or Black

1 – Tool Box mounted in rear compartment
2 – Storage Boxes on each side of Fuel tank with Roll up door.
1 – Rear Vision Back up camera with LCD screen.
2 – Catch pan storage boxes on each side of reel compartment
3 – Above body storage boxes

Body and equipment total **$89,324.44**

134" ca 33,000 gvw unit required

no

OPTIONS:
To change above compressor to a Miller A60 Enpak unit to take place of the pto, hyd compressor and provide power, add $11,500.00 to above total.

Yes

Please remove $3,000.00 from the total price if you'd like us to remove the DEF tank, pump, hose reel and nozzle.

Thank you,

Stephen McNeese
850-232-1868
stephenm@fleetcobuilds.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18694 **County Administrator's Report 10. 43.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Board Approval for the First of Two Possible Renewal Periods for Chemical Treatment for County-Owned Equipment
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Board Award for the First of Two Possible Renewal Periods for Chemical Treatment for County-Owned Equipment - Cassie Boatwright, Director, Facilities Department and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the first of two possible one-year renewal periods allowed, per the Agreement PD 18-19.088 Chemical Treatment for County-Owned Equipment, with Triple Point Industries, LLC, retroactive to October 1, 2020, in the annual amount of $14,928.

Vendor	Funding	Amount	Contract Number
Triple Point Industries, LLC	Fund 001, General Fund; Cost Center 310203, Facilities Maintenance; Object Code 54601, Repairs and Maintenance	$14,928	PD 18-19.088

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

- Agreement Fully Executed

BACKGROUND:

This solicitation is for chemical treatment to closed-loop systems on County-owned heating, ventilation, and air-conditioning equipment. The technical service and maintenance Contract is essential in preventing scale build-up and corrosion in boilers, cooling towers, evaporative condensers, chillers, and closed recirculating systems.

Specifications for PD 18-19.088, Escambia County Facilities Department purchase of chemical water treatment service, was posted on Vendor Registry beginning July 22, 2019. This solicitation was issued to 60 registrants representing 41 firms. 38 firms viewed the solicitation and 21 firms downloaded the solicitation. One bid response was received on August 21, 2019 at 3:00 PM CDT.

BUDGETARY IMPACT:

Vendor	Funding	Amount	Contract Number
Triple Point Industries, LLC	Fund 001, General Fund; Cost Center 310203, Facilities Maintenance; Object Code 54601, Repairs and Maintenance	$14,928	PD 18-19.088

LEGAL CONSIDERATIONS/SIGN-OFF:

The original Agreement was prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the renewal notification and the Purchase Order. The Facilities Department will be the Contract Administrator

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Attachments

Original Board Award

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued…

[Funding: Fund 352, LOST III, Cost Center 290407, Object Code 56401 Project Number 19SH4198]

Motion: Move the Item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

18. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, and Triple Point Industries, LLC, per the terms and conditions of solicitation PD 18-19.088, Chemical Water Treatment, for a period of one year, with options for up to two additional one-year renewals, for a maximum of thirty-six months, effective upon execution of the Agreement, in the amount of $14,928 annually.

This solicitation was emailed to 60 registrants in Vendor Registry representing 41 firms; 38 firms viewed the solicitation and 21 firms downloaded the solicitation. One bid response was received.

[Funding: Fund 001, General Fund; Cost Center 310203, Facilities Maintenance, Object Code 54601, Repairs and Maintenance]

Motion: Move the Item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

19. Recommendation: That the Board approve and authorize the County Administrator to sign a Purchase Order between Escambia County, Florida, and Pediatric Emergency Standards, Inc., for 60 Pediatric Resuscitation Units, per the terms and conditions of PD 18-19.058, Pediatric Resuscitation System for a total amount of $52,301.80.

[Funding: Fund 110, Grant, Cost Center 330318, Object Code 56401, $39,831; and Fund 408, EMS, Cost Center 330302, Object Code 56401, $12,470.80]

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18698 **County Administrator's Report 10. 44.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Contract Renewal for the Second of Two Possible One-Year Renewal Periods Related to Roadway Materials Pricing Agreement
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Exercising the Second of Two Possible One-Year Renewal Periods Related to PD 17-18.096, Roadway Materials Pricing Agreement - Wes Moreno, Director, Public Works Roads Infrastructure and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of the Indefinite Quantity, Indefinite Delivery Agreement for Roadway Materials Pricing, effective October 31, 2020, with the following vendors:

- Roads, Inc. of NWF
- Panhandle Grading and Paving, Inc.
- CW Roberts Contracting, Inc. (via Midsouth Paving, Inc., which was purchased by CW Roberts Contracting, Inc.)

Vendors	Funding	Amount	Contract Number
	Fund 353, LOST IV; Cost Center 210106, Transportation & Drainage; Object Code 56301, Various Projects	$500,000	
	Fund 181, Master Drainage Basins; Cost Centers 210719-210736, Master Drainage Basins I-XVIII; Object Code 56301, Various Projects	$50,000	

Roads, Inc. of NWF Panhandle Grading and Paving, Inc. C W Roberts Contracting, Inc.	Fund 175, Transportation Trust Fund; Cost Center 210402, Road Maintenance; Object Code 55301, Road Materials & Supplies	$300,000	PD 17-18.096
	Fund 401, Solid Waste Management; Cost Center 230309 [closed landfills]; Object Code 55301, Road Materials & Supplies	$50,000	
	Fund 401, Solid Waste Management; Cost Center 230314 [Operations]; Object Code 55301, Road Materials & Supplies	$200,000	
	Fund 401, Solid Waste Management; Cost Center 230314 [Projects]; Object Code 55301, Road Materials & Supplies	$500,000	

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

- Original Agreement with Roads, Inc. of NWF
- Original Agreement with Panhandle Grading and Paving, Inc.
- Original Agreement with Midsouth Paving

BACKGROUND:

Invitations to Bid, PD 17-18.096, Roadway Materials Pricing Agreement, were publicly noticed on August 27, 2018, to seven known providers. Bids were received from three providers on September 19, 2018.

The Agreement provides for a price adjustment on a 12-month basis. The updated pricing is included in the provided documentation.

BUDGETARY IMPACT:

Vendor	Funding	Amount	Contract Number
	Fund 353, LOST IV; Cost Center 210106, Transportation & Drainage; Object Code 56301, Various Projects	$500,000	
	Fund 181, Master Drainage Basins; Cost Centers 210719-210736, Master Drainage Basins I-XVIII; Object Code 56301, Various Projects	$50,000	

Roads, Inc. of NWF Panhandle Grading and Paving, Inc. C W Roberts Contracting, Inc.	Fund 175, Transportation Trust Fund; Cost Center 210402, Road Maintenance; Object Code 55301, Road Materials & Supplies	$300,000	PD 17-18.096
	Fund 401, Solid Waste Management; Cost Center 230309 [closed landfills]; Object Code 55301, Road Materials & Supplies	$50,000	
	Fund 401, Solid Waste Management; Cost Center 230314 [Operations]; Object Code 55301, Road Materials & Supplies	$200,000	
	Fund 401, Solid Waste Management; Cost Center 230314 [Projects]; Object Code 55301, Road Materials & Supplies	$500,000	

LEGAL CONSIDERATIONS/SIGN-OFF:

The original Agreements were prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Road Department shall perform the function of Contract Administration and Management for this project, with the assistance of the Office of Purchasing for specific needs.

Attachments

Email from CW Roberts Requesting Renewal

Email from Roads, Inc. Requesting Renewal

Email from Panhandle Grading and Paving Requesting Renewal and Price Change

Price Change Request from Panhandle Grading and Paving

Renewal and Price Change Approval from Department

Jeffrey D. Lovingood

From: Matt Carden <mcarden@cwrcontracting.com>
Sent: Friday, October 23, 2020 10:12 AM
To: Jeffrey D. Lovingood; Chris Riley
Cc: David Brown
Subject: [EXTERNAL]RE: PD 17-18.096 Roadway Materials Pricing Agreement

WARNING! This email originated from an outside network. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Jeffrey - good morning, I am replying on Chris' behalf as he is in meetings today. CWR will honor the existing unit prices for this renewal period. We appreciate the opportunity to do so, and look forward to continued business with you and Escambia County.
Thank you,
Matt

Matthew Carden
Area Manager
C.W. Roberts Contracting, Inc.
4375 McCoy Dr. | Pensacola, FL 32503
O 850.433.3001

-----Original Message-----
From: Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com>
Sent: Friday, October 23, 2020 9:30 AM
To: Chris Riley <criley@cwrcontracting.com>
Cc: Matt Carden <mcarden@cwrcontracting.com>; David Brown <david.brown@cwrcontracting.com>
Subject: RE: [EXTERNAL]Re: PD 17-18.096 Roadway Materials Pricing Agreement
Importance: High

Chris,

Just following up with you on this as today is my deadline for submission. I need to know if you're keeping prices the same or asking for changes.

Any requested changes have to come with justification(s) and be approved by Engineering before I can send it to the Board.

Best regards,

Jeffrey Lovingood
Purchasing Coordinator

All vendors wishing to do business with Escambia County should sign up with our new vendor and contract management software at:

https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Furldefense.com%2Fv3%2F__https%3A%2F%2Fvrapp.vendorregistry.com%2FVendor%2FRegister%2FIndex%2Fescambia-county-fl-vendor-registration__%3B!!HBkrTJ0WuSgwNeGG-g!KEbwYc6scpooU2TiMefbUX_FJo4p5v5T6gGIqGyq-S5A12LjJNtj64piypt96drlDk2nHQ%24&data=04%7C01%7C%7C6a05499252c1476c592808d8776605a9%7C2c937adbd9464b3190cca32f7d460fcd%7C0%7C0%7C637390627360907821%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=R30riqN8FJcAjgoAGkF8r%2BafHyhj7tgTN%2FMyShlOoiQ%3D&reserved=0

Escambia County, Florida
Board of County Commissioners
850-595-4953
http://www.myescambia.com/purchasing

-----Original Message-----
From: Chris Riley <criley@cwrcontracting.com>
Sent: Tuesday, September 29, 2020 11:16 AM
To: Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com>
Cc: Matt Carden <mcarden@cwrcontracting.com>; David Brown <david.brown@cwrcontracting.com>
Subject: [EXTERNAL]Re: PD 17-18.096 Roadway Materials Pricing Agreement

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Jeff,
Thanks for reaching out. We will review ASAP.
Thanks again,
Chris

Sent from my iPhone

> On Sep 29, 2020, at 10:26 AM, Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com> wrote:
>
> CAUTION: This is an EXTERNAL email. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
>
> Chris,
>
> Escambia County had a Roadway Materials Pricing Agreement in place with Midsouth and it is time for renewal. Since your firm has taken over Midsouth, I would like to extend to CW Roberts the opportunity to participate in this agreement. To this end, I have attached a copy of the agreement for review.
>
> If your firm would like to participate, I will need copies of the documents relating to the transition (sale?) of Midsouth to CW Roberts. Additionally, I will need to confirm whether or not CW Roberts will request changes in pricing, which is shown on pages 15 & 16 of the attached agreement.
>
> I know this is short notice as, without renewal, the agreement ends October 31. To get the renewal in place prior to that date, I will need to complete this process by close of business Friday. That means I'll everything from you by close of business Thursday.
>
> Best regards,

>
> Jeffrey Lovingood
> Purchasing Coordinator
>
> All vendors wishing to do business with Escambia County should sign up with our new vendor and contract management software at:
>
https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Furldefense.com%2Fv3%2F__https%3A%2F%2Fgcc01.safelinks.protection.outlook.com%2F%3Furl%3Dhttps*3A*2F*2Furldefense.com*2Fv3*2F__https*3A*2F*2Fvrapp.vendorregistry.com*2FVendor*2FRegister*2FIndex*2Fescambia-county-fl-vendor-registration__*3B!!HBkrTJ0WuSgwNeGG-g!Px35WB2B6_LfnULp8FmPUTUn8KJCsntWKYT1IzsKJmwgl20NbmtVtiTUfb04hjzrYUB1ww*24%26amp%3Bdata%3D02*7C01*7C*7Cedc474d4b78542af838808d864930459*7C2c937adbd9464b3190cca32f7d460fcd*7C0*7C0*7C637369929889591322%26amp%3Bsdata%3DdSW*2FCg9hyq7ELecdy3xmuB4nuOv1W*2FHYW3oP3x1zfQI*3D%26amp%3Breserved%3D0__%3BJSUlJSUlJSUlJSUlJSUlJSUlJSUlJSUl!!HBkrTJ0WuSgwNeGG-g!KEbwYc6scpooU2TiMefbUX_FJo4p5v5T6gGIqGyq-S5A12LjJNtj64piypt96dqXtF1Ukw%24&data=04%7C01%7C%7C6a05499252c1476c592808d8776605a9%7C2c937adbd9464b3190cca32f7d460fcd%7C0%7C0%7C637390627360907821%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=IZh%2BooXmz%2BNdjuzbBAi1vb56SsrSYSmVci%2F0uTmuQYk%3D&reserved=0
>
> Escambia County, Florida
> Board of County Commissioners
> 850-595-4953
> http://www.myescambia.com/purchasing
>
> Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

_____

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Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

From: Josh Haggard
To: Jeffrey D. Lovingood
Cc: Leanna Carrier
Subject: [EXTERNAL]RE: PD 17-18.096 Renewal for Roadway Materials Pricing
Date: Tuesday, September 29, 2020 3:37:48 PM
Attachments: image002.png

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Jeff,

We are good with the renewal and do not require any changes in current pricing. Let me know if you need anything further.

Thank you,
Josh Haggard
Estimator/Project Manager
P: 850-968-0991 / F: 850-968-0996



From: Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com>
Sent: Tuesday, September 29, 2020 10:30 AM
To: Josh Haggard <Josh@roadsinc.com>; Josh Hamner <josh@panhandlegradingandpaving.com>
Subject: PD 17-18.096 Renewal for Roadway Materials Pricing

All,

The Roadway Materials Pricing Agreement is due to be renewed prior to October 31. This will be the second of two possible renewal periods.

If you plan to request any changes to the pricing, please provide that information as quickly as possible. There is just one Board meeting available to me to get this renewed prior to expiration, and that I October 15. To make that meeting, I will need your input no later than the close of business on Thursday regarding whether or not your firm would like to renew and what pricing changes (if any) will be requested.

Please contact me with any questions.

Best regards,

Jeffrey Lovingood
Purchasing Coordinator

All vendors wishing to do business with Escambia County should sign up with our new vendor and contract management software at:
https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration

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850-595-4953
http://www.myescambia.com/purchasing

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Jeffrey D. Lovingood

From: Josh Hamner <josh@panhandlegradingandpaving.com>
Sent: Thursday, October 1, 2020 11:07 AM
To: Jeffrey D. Lovingood
Subject: [EXTERNAL]PD 17-18.096 Renewal for Roadway Materials Pricing
Attachments: PD 17-18.096 October 2020 Renewal.pdf

Importance: High

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Jeff,

Attached you will find the changes in pricing that Panhandle Grading & Paving, Inc. would like to make to the referenced agreement. Prices that are different have been highlighted for clarity. If you have any questions, need additional information, or require this information in a different format, please don't hesitate to contact me.

Regards,

Joshua Hamner

Panhandle Grading & Paving, Inc.

2665 Solo Dos Familiaf

Pensacola, FL 32534

Phone (850)478-5250

Cell (850) 336-1747

Fax (850)479-5901

Email: josh@panhandlegradingandpaving.com

PD 17-18.096, Roadway Materials Pricing Agreement

Panhandle Grading & Paving, Inc.					
Bid Item #	**Description**	**Quantity**	**Units**	**Delivered**	**Supplied**
1	Asphalt Concrete, FC 9.5	up to 20	Ton	$120.00	$115.00
2	Asphalt Concrete, FC 9.5	21-100	Ton	$105.50	$95.50
3	Asphalt Concrete, FC 9.5	101-1000	Ton	$90.50	$85.50
4	Asphalt Concrete, FC 9.5	Over 1000	Ton	$90.50	$85.50
5	Asphalt Concrete, SP 9.5	up to 20	Ton	$69.50	$63.50
6	Asphalt Concrete, SP 9.5	21-100	Ton	$70.20	$63.50
7	Asphalt Concrete, SP 9.5	101-1000	Ton	$70.20	$63.50
8	Asphalt Concrete, SP 9.5	Over 1000	Ton	$70.20	$63.50
9	Asphalt Concrete, SP 12.5	up to 20	Ton	$74.50	$63.50
10	Asphalt Concrete, SP 12.5	21-100	Ton	$69.50	$63.50
11	Asphalt Concrete, SP 12.5	101-1000	Ton	$69.50	$63.50
12	Asphalt Concrete, SP 12.5	Over 1000	Ton	$69.50	$63.50
13	Liquid Asphalt Tack	1	Gallon	$11.00	$5.00
14	#57 Stone	1	Ton	$41.00	$35.00
15	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	1	Ton	$32.50	$26.50
16	Gabion Concrete, 3"-6", No Rebar or Mesh	1	Ton	$41.00	$35.50
17	Stone Rip Rap - Class I	1	Ton	$72.00	$60.00
18	Used Asphalt Chunks, Clean, No Debris	1	Ton	$28.50	$23.50

Jeffrey D. Lovingood

From: Wesley J Moreno
Sent: Friday, October 23, 2020 2:23 PM
To: Jeffrey D. Lovingood
Subject: Re: [EXTERNAL]PD 17-18.096 Renewal 2 for Roadway Materials Pricing

Thanks, I'm good.

Get Outlook for Android

From: Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com>
Sent: Friday, October 23, 2020 1:33:57 PM
To: Wesley J Moreno <WJMORENO@myescambia.com>
Subject: FW: [EXTERNAL]PD 17-18.096 Renewal 2 for Roadway Materials Pricing

Wes,

Engineering was formerly responsible for the Road Materials Pricing Agreement, and I am told that this is now the responsibility of the Road Department. This agreement ends November 1 but has a renewal remaining. I have completed the renewal request, however, there is one firm that requested price changes.

I have attached the original bid from Panhandle and the Bid Form starts on page 5 of the PDF. The requested pricing changes are in the other attachment. All of the highlighted changes requested are price **De**creases except for lines 15 & 16, those are increases.

If you could please review and give me the OK via email if you approve of these changes, I will complete the agenda item and send it to you for review.

Please advise.

Best regards,

Jeffrey Lovingood
Purchasing Coordinator

All vendors wishing to do business with Escambia County should sign up with our new vendor and contract management software at:
https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration

Escambia County, Florida
Board of County Commissioners
850-595-4953
http://www.myescambia.com/purchasing

From: Jeffrey D. Lovingood
Sent: Friday, October 23, 2020 9:34 AM
To: Liz Bush <mebush@myescambia.com>; Joy Jones <DJJONES@myescambia.com>

Subject: FW: [EXTERNAL]PD 17-18.096 Renewal 2 for Roadway Materials Pricing
Importance: High

Liz,

I need to know if your department is approving the requested price changes.

Also, I reached out to Chris at CW Roberts because he still has not provided a notice of price changes or holding prices the same.

My deadline for getting this to the November 5 Board meeting is today.

Best regards,

Jeffrey Lovingood
Purchasing Coordinator

All vendors wishing to do business with Escambia County should sign up with our new vendor and contract management software at:
https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration

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Board of County Commissioners
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http://www.myescambia.com/purchasing

From: Jeffrey D. Lovingood
Sent: Thursday, October 1, 2020 11:34 AM
To: Liz Bush <mebush@myescambia.com>
Subject: FW: [EXTERNAL]PD 17-18.096 Renewal for Roadway Materials Pricing
Importance: High

Liz,

Josh forwarded the attached document requesting price changes for Roadway Materials Pricing. Please review and let me know if you have any questions. Josh did not provide any justification but did say he went down on most of the changes. I don't know how those changes affect costs to the County.

I need your approval at your earliest convenience to get this on the Board agenda for October 15 and the agreement is set to expire October 30.

Best regards,

Jeffrey Lovingood
Purchasing Coordinator

All vendors wishing to do business with Escambia County should sign up with our new vendor and contract management software at:
https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration

Escambia County, Florida
Board of County Commissioners

850-595-4953
http://www.myescambia.com/purchasing

From: Josh Hamner <josh@panhandlegradingandpaving.com>
Sent: Thursday, October 1, 2020 11:07 AM
To: Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com>
Subject: [EXTERNAL]PD 17-18.096 Renewal for Roadway Materials Pricing
Importance: High

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Jeff,

Attached you will find the changes in pricing that Panhandle Grading & Paving, Inc. would like to make to the referenced agreement. Prices that are different have been highlighted for clarity. If you have any questions, need additional information, or require this information in a different format, please don't hesitate to contact me.

Regards,

Joshua Hamner

Panhandle Grading & Paving, Inc.

2665 Solo Dos Familiaf

Pensacola, FL 32534

Phone (850)478-5250

Cell (850) 336-1747

Fax (850)479-5901

Email: josh@panhandlegradingandpaving.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18795 **County Administrator's Report 10. 45.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Contract Awards for Custodial Services for Various County Facilities
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Awards for Custodial Services for Various County Facilities - Cassie Boatwright, Director, Facilities Management and Paul Nobles, Purchasing Manager, Office of Purchasing

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

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

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

Funding Information	Firms				Fund Total
	Ay'Notyal	3H Service Systems, Inc.	New World Cleaning, LLC	Eagle Janitorial Service, Inc.	
Fund 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual	N/A	$604,849.53	$175,428.00	$175,982.00	**$956,259.53**

Services					
Health Department Fund	$99,191.40	N/A	N/A	N/A	**$99,191.40**
Fund 501, Internal Service Fund; Cost Center 150112, Employee Health Clinic; Object Code 53401, Other Contractual Services	N/A	$8,700.00	N/A	N/A	**$8,700.00**
Fund 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services	N/A	$34,440.00	$72,000.00	$11,350.00	**$117,790.00**
Fund 175, Transportation Trust Fund; Cost Center 210401, Roads & Bridges Admin; Object Code 53401, Other Contractual Services	N/A	N/A	N/A	$12,940.00	**$12,940.00**
Fund 401, Solid Waste Fund; Cost Center 230301, Solid Waste Admin.; Object Code 53401, Other Contractual Services	N/A	N/A	N/A	$7,200.00	**$7,200.00**
Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services	N/A	N/A	N/A	$4,400.00	**$4,400.00**
Fund 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services	N/A	$720.00	N/A	N/A	**$720.00**

Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services	N/A	N/A	N/A	$9,400.00	**$9,400.00**
Fund 104, Mass Transit Fund; Cost Center 211217, Mass Transit Fleet Maint.; Object Code 53401, Other Contractual Services	N/A	$34,080.00	N/A	N/A	**$34,080.00**
Fund 001, General Fund; Cost Center 260107, SRI Public Works; Object Code 53401, Other Contractual Services	N/A	N/A	$15,900.00	N/A	**$15,900.00**
Totals	**$99,191.40**	**$682,789.53**	**$263,328.00**	**$221,272.00**	**$1,266,580.93**

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

- Bid Response from Ay'Notyal
- Bid Response from 3H Services Systems, Inc.
- Bid Response from Eagle Janitorial Service, Inc.
- Bid Response from New World Cleaning, LLC

BACKGROUND:

On August 21, 2020, Solicitation PD 19-20.092, Re-Solicit Custodial Services for Various County Facilities, was issued via Vendor Registry to 133 Registrants representing 101 Firms. The Solicitation viewed by 50 firms and downloaded by 47. Bid responses were received from nine firms.

The Selection Committee recommends the following firms service the following locations:

Zone	Vendor	Diversity
1.	3H Service Systems, Inc.	Minority Owned, Asian American
2.	3H Service Systems, Inc.	
3.	3H Service Systems, Inc.	
4.	New World Cleaning, LLC	Minority Owned, African American; WOSB (Wom Owned Small Business)

5.	Eagle Janitorial Service, Inc.	Minority Owned; WOSB (Woman Owned Sma Business)
6.	New World Cleaning, LLC	
7.	Eagle Janitorial Service, Inc.	
8.	New World Cleaning, LLC	
9.	Eagle Janitorial Service, Inc.	
10.	Ay'Notyal	Minority Owned, African American; SDVOSB (Service-Disabled Veteran Owned Small Business);VOSB (Veteran Owned Small Business);WOSB (Woman Owned Small Busine
11.	3H Service Systems, Inc.	

Diversity for all Proposers is as Follows:

COMPANY NAME	CONTACT PERSON	Diversity
Ay'Notyal	Laytonya Carter	Minority Owned, African American; SDVOSB (Service-Disabled Veteran Owned Small Business);VOSB (Veteran Owned Small Business);WOSB (Woman Owned Small Business)
Amer-Plus Janitorial & Maintenance, LLC	Stephannie Cetoute	Minority Owned, African American; WOSB (Woman Owned Small Business)
American Facility Services	Kevin McCann	None
3H Service System, Inc.	John Heo	Minority Owned, Asian American
Eagle Cleaning Service, Inc.	Michelle Scholtz	Minority Owned; WOSB (Woman Owned Small Business)
General Building Maintenance	Joe Woodson	Minority Owned, Asian American
M & E's Cleaning Service, LLC	Ebony & Michael Singer	EDWOSB (Economically Disadvantage Women Owned Small Business)
New World Cleaning, LLC	Lathasha Jones	Minority Owned African American; WOSB (Woman Owned Small Business)
Spotless Logistics, LLC	Labarian Turner	EDWOSB (Economically Disadvantage Women Owned Small Business);Minority Owned, African American; WOSB (Woman Owned Small Business)

BUDGETARY IMPACT:

Funding Information	Firms				Fund Total
	Ay'Notyal	3H Service Systems, Inc.	New World Cleaning, LLC	Eagle Janitorial Service, Inc.	

Fund 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services	N/A	$604,849.53	$175,428.00	$175,982.00	**$956,259.53**
Health Department to Fund	$99,191.40	N/A	N/A	N/A	**$99,191.40**
Fund 501, Internal Service Fund; Cost Center 150112, Employee Health Clinic; Object Code 53401, Other Contractual Services	N/A	$8,700.00	N/A	N/A	**$8,700.00**
Fund 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services	N/A	$34,440.00	$72,000.00	$11,350.00	**$117,790.00**
Fund 175, Transportation Trust Fund; Cost Center 210401, Roads & Bridges Admin; Object Code 53401, Other Contractual Services	N/A	N/A	N/A	$12,940.00	**$12,940.00**
Fund 401, Solid Waste Fund; Cost Center 230301, Solid Waste Admin.; Object Code 53401, Other Contractual Services	N/A	N/A	N/A	$7,200.00	**$7,200.00**
Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services	N/A	N/A	N/A	$4,400.00	**$4,400.00**
Fund 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 53401,	N/A	$720.00	N/A	N/A	**$720.00**

Other Contractual Services					
Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services	N/A	N/A	N/A	$9,400.00	**$9,400.00**
Fund 104, Mass Transit Fund; Cost Center 211217, Mass Transit Fleet Maint.; Object Code 53401, Other Contractual Services	N/A	$34,080.00	N/A	N/A	**$34,080.00**
Fund 001, General Fund; Cost Center 260107, SRI Public Works; Object Code 53401, Other Contractual Services	N/A	N/A	$15,900.00	N/A	**$15,900.00**
Totals	**$99,191.40**	**$682,789.53**	**$263,328.00**	**$221,272.00**	**$1,266,580.93**

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreements were prepared by Senior Assistant County Attorney, Kristin Hual.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreements and Purchase Orders. The Facilities Department will be the Contract Administrator.

Attachments

Solicitation with Addenda
Bid Distribution List
Bid Analytics

Agreement - 3H Service Systems, Inc.
Agreement - Ay'Notyal
Agreement - Eagle Janitorial Service, Inc.
Agreement - New World Cleaning, LLC

Exhibit A - NON-ADA-COMPLIANT DOCUMENT

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALS

CUSTODIAL SERVICES FOR VARIOUS ESCAMBIA COUNTY FACILITIES
SOLICITATION NUMBER PD 19-20.092

Responses will be received until 2:00 PM, CDT, September 04, 2020

A pre-solicitation conference will NOT be held

ESCAMBIA COUNTY OFFICE OF PURCHASING
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All request for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal Responses will be provided.

Assistance:

Jeffrey Lovingood
Purchasing Coordinator
Phone: 850-595-4953
Email: JDLovingood@myescambia.com

Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by

the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within three percent (3%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent (2%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent (4%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all, or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

Escambia County, Florida
Request for Proposals

Proposer's Checklist
Custodial Services for Various Escambia County Facilities

Solicitation Number PD 19-20.092

HOW TO SUBMIT YOUR PROPOSAL

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- Electronic Copies – The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One (1) original and one (1) electronic copy via CD or flash drive OR uploaded via Vendor Registry.
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the "Insurance Requirements" portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at http://www.sunbiz.org/search.html)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A "NO PROPOSAL":

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter "No Proposal" in the "Reason for no Proposal" block, the firm's name, firm's address, and signature of a person authorized to sign on behalf of the firm.

Custodial Services for Various Escambia County Facilities

PD 19-20.092

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

	Page
Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Entity Crimes	1
Drug-Free Workplace Form	3
Information Sheet for Transactions and Conveyances Corporate Identification	4
General Terms and Conditions	6
Special Terms and Conditions	8
I – General Information	15
II – Information Required from Submitters	17
III – Criteria for Selection	19
IV – Scope of Work	20
Escambia County Ordinance and Resolution	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is:

_____

_____

and, if applicable, its Federal Employer Identification Number (FEIN) is:

_____
(If the entity has no FEIN, provide the Social Security Number of the Individual signing this sworn statement.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity, or with an agency or political subdivision of any other state or of the United State, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United State and involving antitrust, fraud, theft, briber, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a please of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

management of the entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

Please indicate which statement applies:

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Please attach a copy of the Final Order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO (2) OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

SIGNATURE

Sworn to and subscribed before me this ____ day of _____, 20___

Personally known _____ OR produced identification _____ (ID Type: _____)

Notary Public in the State of _____

My Commission Expires: _____

_____

Printed, Typed, or Stamped Commissioned Name of Notary Public

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilt or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good-faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

CHECK ONE:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES
CORPORATE IDENTIFICATION

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is therefore vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Please Circle One

Is this a Florida Corporation? Yes or No

If not a Florida Corporation,

In what state was it created? _____

Business Name as spelled in that state: _____

What kind of corporation is it? "For Profit" or "Not for Profit"

Is the corporation in good standing? Yes or No

Is the corporation authorized to transact business in the State of Florida? Yes or No

If so, please provide the State of Florida Department of State Certificate of Authority Document Number: _____

Does the corporation use a registered fictitious (d/b/a) name? Yes or No

Names of Officers:

President: _____

Corporate Secretary: _____

Vice President: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (as used in Florida)

_____

spelled exactly as it is registered with the state or federal government

Corporate Address:

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip _____

Please provide both the post office box and street address for mail and/or express delivery; also for recorded instruments involving land. **(Please continue and complete page 2)**

INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES
CORPORATE IDENTIFICATION

Federal Identification Number: _____

For all instruments to be recorded, taxpayer's identification is required.

Contact Person for the Company:

Email: _____

Tel.: _____

Fax: _____

Printed Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, the Agreement will be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the firm's Board of Directors on behalf of the company. The awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing.

_____

- END –

Information reviewed by County for responsiveness by: _____

Date: _____

ESCAMBIA COUNTY, FLORIDA
GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information below) by telephoning the Office of Purchasing at (850) 595-4980, or by emailing purchasing@myescambia.com.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer, and Bid Form, in accordance with these General Terms and Conditions constitute an offer from the Offeror. If any or all part of the offer are accepted by Escambia County, Florida, and authorized representative of the County shall affix their signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information: https://myescambia.com/our-services/purchasing then click "Solicitations."

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
- 5.01 Taxes
- 5.02 Discounts
- 5.03 Mistakes
- 5.04 Condition and Packaging
- 5.05 Safety Standards
- 5.06 Invoicing and Payment
- 5.07 Annual Appropriations

6. Additional Terms and Conditions
7. Manufacturer's Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
- 9.01 County Procedure on Acceptance of Gifts
- 9.02 Contractors Required to Disclose Any Gift Giving
- 9.03 Gratuities

10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancelation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – Click Here to access the Department of State, Division of Corporations Certification/Registration Form for Doing Business in Florida.
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. Online Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

INSTRUCTIONS TO OFFERORS

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.092, Custodial Services for Various Escambia County Facilities, Name of Submitting Firm, September 04, 2020 at 2:00 PM CDT.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/disqualification of submittal;

2) Termination of contract; or

3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check, or certified check in the amount of One Thousand Dollars ($1,000.00).

Checks or bonds are to be made payable to Escambia County, Florida. **The amount of the check or bond is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.**

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by the contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the Purchase Order by signing the Solicitation, Offer, and Bid Form and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of their cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. The last day for questions will be September 01, 2020 at 5:00 PM CDT.

4. Proposal Forms

This Solicitation contains a Solicitation, Offer, and Proposal Form which shall be submitted by either (choose one):

- A sealed envelope, with Original (wet) signature in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted. **Firms electing to submit original forms shall also provide a complete copy of the bid response via CD or flash drive.**
- Uploading to Vendor Registry a PDF of the signed Bid Form with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

There will be no pre-solicitation conference.

6. Diversity

Pursuant to Resolution R2018-87, the Escambia County Board of County Commissioners has expressed its support for diversity in the County's procurement process and affirmatively encourages all vendors, contractors, and subcontractors providing goods or services for the County to promote diversity and provide equal opportunities for the participation of local small-, minority-, women-, and service-disabled veteran-owned businesses.

Pursuant to Sec. 46-110, Sec. 46-111, and Sec. 46-112 of the Escambia County Code of Ordinances, Escambia County is committed to providing the maximum opportunity for increased participation of local small-, minority-, women-owned business enterprises in the procurement of goods and services by the County. Qualifying businesses who wish to participate in this program may apply for certification as a small, minority, and/or woman-owned business by contacting the Office of Purchasing.

Please note: Sec. 46-110, Local Preference in Bidding, Sec. 46-111, Small Business Enterprise Program, Sec. 46-112, Participation of Minority and Women Business Enterprises, and Resolution R2018-87 are attached to this document. Compliance with

7. Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

   1. The potential for fire, explosion, corrosiveness, and reactivity;

   2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

   3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

8. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state, and local safety codes.

9. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

10. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. Protection of Property/Security

A. The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

B. All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

C. The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

D. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

E. The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

F. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

G. The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evening and weekends.

H. The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

12. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

13. Contract Term/Renewal/Termination

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for up to two (2) additional twelve (12) month periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

14. Option to Extend the Term of the Contract

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed five (5) years.

15. Pricing

All services sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

16. Changes – Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas.

A. Description of services to be performed

B. Time of performance (i.e., hours of the day, days of the week, etc.)

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

17. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

18. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

19. Award

Award shall be made on an "all-or-none total by zone".

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

A. In an effort to encourage small businesses that may not have the infrastructure to service a client as large as the County, the Board of County Commissioners has asked that all of the County facilities be put into smaller Zones that small businesses can service.

B. With this in mind, vendors are encouraged to bid on each Zone, however, the vendor's bid for a Zone should reflect that the bid is a stand-alone price for that Zone.

1) The vendor may or may not be awarded any Zones.

2) The vendor may or may not be awarded multiple Zones.

C. Any firm that bids on a Zone and refuses to accept award or refuses to enter into an agreement with the County for any reason shall have the firm's Bid Surety retained by the County and not returned to the vendor.

20. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period, or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

21. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is

finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

Non-Contract Insurance Requirements

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred", however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract, or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall

be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract, or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage – Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract, or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract, or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   213 Palafox Place 2nd Floor
   Pensacola, FL 32591
   Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Fidelity/Dishonesty/Liability Coverage – for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety, and Insurance)

Part I	General Information:
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors:
2-1	Proposal Format and Content
2-2	Introduction
2-3	Understanding the Project
2-4	Methodology Used for the Project
2-5	Management Plan for the Project
2-6	Experience and Qualifications
2-7	Cost Proposal

Part III	Criteria for Selection:
3-1	Evaluation Matrix
3-2	Evaluation Criteria
3-3	Evaluation Method
3-4	Non-Responsive Proposals
3-5	Notification
Part IV	Scope of Work:
4-1	Summary
4-2	Custodial Cleaning Specifications
4-3	Custodial Schedules
4-4	Special Instructions for Buildings
4-5	Additional Provisions
4-6	Contractor Requirements
4-7	Cost Increases
4-8	Additions/Deletions
4-9	Complaints
4-10	Supplies, Chemicals, and Equipment
4-11	Safety Requirements
4-12	Inspection Criteria

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to provide Custodial Services in County-owned and maintained facilities as noted in Exhibit "A". The primary objective of this RFP is the selection of the most qualified and experienced Contractor(s) to provide these Custodial Services in a manner that is most advantageous to the County.

1-2 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Donald Knight, Custodial Manager, Facilities Management Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-3 CONTRACT CONSIDERATION

It is expected that the contract shall be a multi-award, term agreement, and shall officially begin on October 1, 2020.

1-4 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-5 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Coordinator, in writing via email at JDLovingood@myescambia.com.

1-6 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-7 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing (Advertisement) Date……..….August 21, 2020

B. Last Date for Questions…….September 01, 2020 at 5:00 PM CDT

C. Receipt of Proposals.....September 04, 2020 at 2:00 PM CDT

D. Ranking Meeting.....September 09, 2020

E. Target Board Date…..……....September 17, 2020

F. Projected Start Date……..…….October 01, 2020

1-8 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in their proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-9 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-10 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-11 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

All Proposers shall provide a straightforward and concise description of their ability to meet the RFP requirements.

All RFP documents (excluding the Excel Spreadsheet) shall be contained in a single PDF- or Microsoft Word-type document. The Excel Spreadsheet will also be returned complete as a single document.

There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. All proposals submitted in a sealed envelope shall be in spiral binding or "GBC" type binder with all pages 8.5" x 11" format. The County discourages overly lengthy or costly proposals.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP. It is understood by the County that staff may need to be hired to accomplish the tasks required. Firms shall provide an organizational chart and narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed.

[a] Title,

[b] Résumé,

[c] Location(s) where work will be performed,

[d] Itemize the total cost and the number of estimated hours for everyone named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those staff or subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract. A substitution of staff or subconsultants, the addition of any subconsultants, or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Provide reference names and phone numbers for similar projects your firm has completed.

It is understood that firms will likely need to hire new staff to perform the duties outlined in this solicitation. For any employees that will need to be hired as a result of this award, please include a job description for the role(s) that will be filled, as well as your companies policies and procedures related to hiring and training.

2-7 COST PROPOSAL

Please see the attached Excel spreadsheet for Proposal pricing information. The Excel spreadsheet provides firms with a list, by zone, of each building/facility to be serviced.

A. Firms shall provide pricing based on the annual cost for servicing each building within a zone, based on a three (3) year agreement with up to two (2) one-year renewals.

B. Proposers are asked to offer complete pricing for each of the eleven (11) zones the firm is willing to service for the mutually agreed upon term noted in **2-7, A.**, above. Proposers are not required to offer pricing for any zone they do not wish to service.

C. **At the discretion of the Selection Committee, firms <u>may</u> be recommended for award by the Board of County Commissioners for zero, one, or multiple zones.** It is therefore imperative that pricing for each zone shall be "stand-alone" pricing representing the true cost to the County of that specific zone. The prices offered for each zone by the Proposer shall not be based on the firm being awarded any other zone. The pricing listed for any zone shall be considered a stand-alone price and the recommended award for such zone shall have no bearing on the recommendation to award any other zone.

D. **The Selection Committee reserves the right to limit the number of zones for which a firm will be recommended for award.**

E. Proposals that do not provide pricing for each building <u>within a zone</u> will result in the zone being considered non-responsive. If the overall proposal is responsive other zones bid will be considered, however, the County cannot select Vendors to service a zone based on incomplete information.

F. Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies,

overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

G. In addition to the pricing for each zone, firms are asked to complete the Excel spreadsheet relating to Additional Area Cleaning Cost and Emergency Service Call. These are requested rates for any services outside the standard Scope of Work and shall be completed in full. Incomplete information for Additional Area Cleaning Cost and Emergency Service Call may result in a Proposer's complete bid being deemed non-responsive.

2-8 The Board has requested that each firm provide their status relating to being a minority-, woman-, and/or veteran-owned business. If a firm is using sub-contractors, the Bidder must provide the business status of the sub-contractor.

Additionally, the Board has requested that Bidders provide a breakout of the firm's employees by minority status, as well as the status of employees of any sub-contractor that will be performing the work.

The following are the designations requested:

1. **WOSBE** – Woman-Owned Small Business Enterprise
2. **VOSB** – Veteran-Owned Small Business
3. **SDVSOB** – Service-Disabled Veteran-Owned Business
4. **EDWSOB** – Economically Disadvantaged Woman-Owned Small Business
5. **DBE Certified** – Disadvantaged Business Enterprise
6. **SBA 8(A) Certified** – Small Business Administration program for small businesses owned by socially and economically disadvantaged people or entities.
7. **HUBZone Certified** – Historically Underutilized Business Zone, a federal program to encourage small businesses to locate in and hire employees from economically disadvantaged areas.
8. **Minorities**:
    A. African American
    B. Hispanic
    C. Asian
    D. Native American
    E. Pacific Islander

Please note that a copy of the Escambia County Code of Ordinance related to Small Business Enterprise (Sec. 46-111) and Participation of Minority and Women Business Enterprises (Sec. 46-112) has been included in this document.

PART III CRITERIA FOR SELECTION

3-1 EVALUATION MATRIX

To ensure that all RFP's are fairly evaluated, scored, and ranked, it is particularly important that the RFP's are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of the vendor's proposal.

All proposals will be evaluated on the following scale:

		Maximum Point Value
1.	Scope of Services	10
2.	Adequacy of Staffing and Supervision	20
3.	Related Experience	20
4.	Safety Program and Training of Personnel	10
5.	Distance to Sites	20
6.	Proposed Fee Schedule	20
	Total Points Possible:	**100**

3-2 EVALUTATION CRITERIA

The recommendation to award any contract(s) will be based on each firm's responses to the following criteria as addressed in the RFP. References to "Project" in the evaluation criteria are related to potential projects within the services described in this RFP. Please separate the RFP responses into the following categories:

1. Scope of Services

A. Describe your firm's depth of understanding of the work.

B. Clarify your firm's capacity to successfully provide the services required. Additionally, firms shall include their plan for scaling up trained staff in preparation for an October 1, 2020 start date.

C. Include quality assurance procedures to be utilized.

D. Indicate the firm's willingness to work with County staff in the creation and implementation of site-specific work-orders and task plans.

2. Adequacy of Staffing and Supervision

A. Describe the typical organizational structure to be used to staff County facilities and the responsibilities of each staff member.

B. Provide a brief résumé of proposed Site Supervisor(s) and other key positions. No more than one page dedicated to each individual.

C. Provide an organization chart for each Zone and indicate which positions are full- and part-time. Include an organizational chart showing corporate support, if applicable.

D. Provide staff qualifications including job descriptions which indicate minimum qualifications required.

E. The County recognizes that in order to recruit and retain quality personnel, the Proposer may offer a package of benefits including life insurance,

health insurance, and paid leave, among other potential benefits. Please indicate the benefits offered/provided to employees and if the company or employee pays the expense.

F. Indicate the Proposer's plan to minimize turnover and assure the highest rates of retention. Provide a five (5) year history of turnover for all previous contracts.

3. Related Experience

A. List all clients currently under contract.

B. Include information on previous and current experience with commercial contracts of similar size and/or dollar value.

C. Include reference letters from the client on each of the three (3) most closely related agencies or businesses. References are to be specific to the Proposer. The references shall include the company name, address, contact email address and phone number. References shall not include any County employees or members of the Escambia County Board of County Commissioners.

D. Include approximate square footage and cost of contract(s).

E. Provide a summary of any litigation, claim, or contract dispute(s) which have been finalized and/or decided by a Court of Law, which were filed by or against the Proposer in the past five (5) years. Include a summary of the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved.

4. Safety Program and Training of Personnel

Provide a copy of the Proposer's Training Plan to include but not be limited to the following:

A. Management's Safety Policy Statement.

B. Hazard Assessment and Safety Planning processes.

C. Staff training plans for Occupational Safety and Health (OSHA).

D. Plans for the handling and clean-up of blood-borne pathogens.

E. Driver safety training, including golf cart operations.

F. Staff orientation program.

G. On-going training and experience requirements.

H. Data to support the existence and quality of the programs the Proposer brings to the operation with respect to providing a safe and secure workplace.

5. Distance to Sites

Indicate the primary location of the Proposer's office that will have direct responsibility for this contract. If the distance from the project exceeds sixty (60) miles, describe how the project would be effectively managed or what limitations in services, if any, the County might expect as a result of the distance.

6. Proposed Fee Schedule

A. Provide the pricing schedule on the Price Proposal Form (Excel).

B. The proposed rates shall remain firm for the first year of the contract term and shall include all charges incurred in fulfilling the terms of the contract.

C. Each year, on or before January 31, the awarded vendor may request a rate increase.

1) An increase in contract rates will require prior written approval by the County and shall take effect at the next fiscal year or renewal period, if any remain, and if the Board awards the new rate.

2) All increases related to changes in wage law(s) or other applicable laws shall not be retroactive and can only be granted for the upcoming year of service. When wages are affected by changes to the wage law(s), only the specific positions affected by the wage law(s) will be reviewed to determine the increase.

3) Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

3-3 EVALUATION METHOD

The County will appoint a Selection Committee to evaluate proposals and will evaluate and rank all responsive proposals to determine which proposal(s) best meet the needs of the County based on the evaluation criteria. A firm(s) shall then be recommended for award by the Escambia County Board of County Commissioners.

The County may elect to choose to award zero, one, or multiple zones, and may adjust which buildings are within each zone.

The County shall be the sole judge of its own best interests, the proposals, and the approval of any resulting contract. The County's decisions shall be final.

3-4 NON-RESPONSIVE PROPOSALS

Non-responsive proposals will be rejected by the Purchasing Department and may not be distributed to the Selection Committee for consideration. Additionally, the Selection Committee may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include but are not limited to the following:

1. Failure to sign the proposal and failure to have the proposal signed by someone with authority at the firm to sign a binding agreement.
2. Failure to acknowledge addenda (unless all changes are not material to the Scope).
3. Failure to provide required submittals/documentation.
4. Submission of a late proposal.
5. Firm does not meet minimum requirements.

3-5 NOTIFICATION

Upon completion of the evaluation of all written proposals, the Selection Committee will meet on September 09, 2020. At this time, the Selection Committee shall rank then recommend firms for zero, one, or multiple zones.

The Ranking meeting is a public meeting; however, it is not a public-participation meeting. Firms can join by coming to the Office of Purchasing for the Ranking meeting or by attending a videoconference, the link for which will be provided to all responsive proposers.

PART IV SCOPE OF WORK

4-1 SUMMARY

The Contractor shall provide all labor, supplies, and equipment needed to perform required services. The Scope is defined as cleaning and maintaining all interior areas and exterior entrances for the building under contract unless otherwise specified in writing by Facilities Management.

DEFINED TASK: The following tasks defined as general cleaning shall be deemed the "Scope of Work" for the purposes of this solicitation.

4-2 CUSTODIAL CLEANING SPECIFICATIONS

A. Floor Maintenance

Floors shall be cleaned in accordance with the following standards to maintain a safe, sanitary condition, present a pleasing appearance, and provide protection from damage.

1. **Damp Mopping:** A damp-mopped floor shall have an evenly cleaned surface that is free of dirt, dust, hair, mop marks, smears, film, dirt residue, streaks, debris, and standing water. All mop marks on baseboards, doors, and furniture shall be removed. Floors that cannot be cleaned satisfactorily by damp mopping shall be scrubbed.
2. **Scrubbing:** A scrubbed floor shall have an evenly cleaned surface that is free of dirt, dust black marks, and other foreign matter to the floor surface. Wax that has been removed during the scrubbing operation shall be reapplied.
3. **Buffing:** A buffed floor will be done in such a manner that the finish will be evenly distributed on the floor surface. The floor surface shall present an even, clean, and uniform sheen, with no brush marks left upon completion of work. Floors shall be dust mopped, damp mopped, and have black marks removed prior to buffing operation.
4. **Spray Buffing:** A spray-buffed floor shall have received spray applications of wax and sufficient buffing to provide a high gloss finish that blends in with the surrounding floor finish. The floor surface shall be cleaned to remove all dust, dirt, and black marks prior to the buffing operation.
5. **Stripping of Waxed/Sealed Surfaces:** A properly stripped floor shall have all wax/sealer removed down to the flooring material. The floor shall be left free of all dirt and stains.
6. **Waxing:** A properly waxed floor shall have an even coating of slip-resistant wax. The floor shall be clean and bright, including corners and under furniture. Wax shall be buffed to a uniform sheen, leaving no brush marks. If self-polishing wax is used, buffing is not required.
7. **Sealing:** A properly sealed floor shall have an even coating of slip-resistant sealer. The floor shall be clean and bright, including corners and under furniture.
8. **Polishing:** A properly polished floor area shall be free of small objects such as paper clips, staples, etc. This shall include removal of trash and debris of building interior and exterior doorways.

9. **Vacuuming:** A properly vacuumed floor, carpet, elevator, and stairway shall be free of all dust, dirt, cobwebs, grit, and lint. This includes debris in corners, behind doors, and under furniture (except permanently positioned items, such as built-in, safes or file cabinets). Removal of chewing gum or other foreign matter is considered part of vacuuming process.

10. **Detailing:** Properly detailed carpeting shall be vacuumed with edging tools around edge of carpet, desk legs and other areas inaccessible to equipment. This process shall be done at the time of each vacuuming or cleaning.

11. **Steam Cleaning:** Properly steamed carpet shall be free of dirt, streaks, stains, and spots.

12. **Spot Cleaning:** All floor and carpet areas spot cleaned shall be free of all stains, deposits, and cleaning marks.

13. **Rug and Carpet Care:** A properly cared for carpet shall be free of dirt, streaks, stains, spots and have a bright uniform color.

14. **Interior Concrete, Brick, and Ceramic Tile Floor Care:** Properly cared for concrete, brick and ceramic tile floors shall be free of streaks, stains, black marks, spots, gum, and other foreign matter to floor surfaces and shall have a bright, uniform color and appearance. Waxing of concrete and ceramic tile floors is prohibited.

15. **Baseboard Care:** All baseboards shall be kept clean and free of dust, dirt, splash marks and other matter foreign to the surface. Baseboards should be free of wax buildup at VCT floors.

B. Building Surfaces Maintenance

Building surfaces shall include doors, elevators, interiors, shelves, walls, trim, woodwork, handrails, stair rails, banisters, baseboard, frames, windowsills, ledges, and other horizontal surfaces.

1. **Vacuuming/Dusting** – A properly vacuumed/dusted surface is free of all dust, dirt, streaks, lint, and cobwebs.

2. **Washing** – Properly washed doors, walls, trim, woodwork, shelves, baseboards, handrails/stair rails, including their component parts, shall be clean and free from all dirt, dust, film streaks, smudges, lint, cobwebs, and debris.

3. **Damp Wiping** – Surfaces properly damp wiped shall be free of dirt, dust, marks, film, streaks, smudges, lint, cobwebs, and other debris.

4. **Horizontal Surfaces(s) Care** – Properly cared for horizontal surfaces shall be free of all dust, dirt, streaks, lint, and cobwebs.

5. **Metal Cleaning and Polishing** – Properly cleaned and polished metal surface(s) shall be clean and bright without deposits or tarnish. Metal cleaner shall be promptly removed from adjacent surfaces.

6. **Spot Cleaning** – Surfaces adequately spot cleaned shall be free of all stains, deposits and substantially free of cleaning marks.

7. **Glass and Mirror Cleaning** – Glass and mirrors accessible surfaces cleaned shall be without streaks, film, smudges, deposits and stains with a

uniformly bright appearance and adjacent surfaces wiped clean. Glass surfaces shall include, besides windows and mirrors, all display cases, and cabinets, building directory board enclosures, picture frame enclosures and glass panels within or adjacent to interior and exterior doors.

C. Windows Maintenance

1. **Window Washing and Brushing of Screens** – Properly washed window/door pane and frame shall be free of dirt, film, smudges, streaks, and other debris both inside and out. Screens, sunshade screens and screen frame shall be free of dust, dirt, cobwebs, lint, and other debris. Brushing shall be accomplished outside of building at location that does not conflict with other activities or cause damage to screens. Screens that are removed shall be replaced in their original positions.

2. **Vertical/Mini-Blinds** – Properly cleaned blinds(s) shall be free of all dirt, dust, smudges, film, streaks, lint, and cobwebs.

3. **Drapery Care** – Draperies shall be vacuumed in place. Extreme care shall be taken to protect draperies during the vacuuming process.

4. **Windows** – Both interior (all floors) and exterior (1st Floor) windows should be cleaned minimum twice (2) per year starting before each term (March and October), or as needed as determine by the County representative.

D. Furnishings Maintenance

1. **Furniture Care** – Properly cared for furniture, wall hangings, and office equipment shall be free of surface dirt, dust, streaks, spots, smudges, oily film, lint, and cobwebs. Furniture shall include desks, tables, chairs, bookcases, file cabinets, etc. Wood furniture shall be polished with the appropriate wood or laminate polish that will restore the original shine.

2. **Breakrooms, Kitchens, Lunch and Snack Area Tables, Chairs and Other Surfaces** – Wash and disinfect top and sides of tables, chairs, and other surfaces. Tables shall be clean and free of dirt, dust, smudges, deposits, and debris, including chairs, cabinet tops, sinks, and other surfaces.

3. **Drinking Fountains** – All drinking fountains, porcelain, and polished metal surfaces, including the orifices and drains shall be disinfected. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other soil. This requirement includes all drinking fountains within the facilities and considered a part of the building unit to which they are located in or nearest to and identified as a part of the facility.

4. **Light Fixtures** – Interior and exterior - Properly cleaned fluorescent fixtures shall be free of stains, dust, bugs, dirt deposits and cleaning marks. Other light fixtures that have a globe and shade or plastic type panel shall be free of all stains, bugs, dust, dirt deposits and cleaning marks.

5. **Ashtray and Urns** – Properly cleaned ashtrays shall be free of all ashes, deposits, stains, and debris. Urns shall be free of all cigarette butts and debris DAILY.

6. **Walk-Off Mats** – All walk-off mats shall be dry and free of dirt, lint, streaks, stains, and spots.

7. **Trash Containers** – Properly cared for trash receptacles(s) shall be emptied, cleaned, and left dry, free of sludge, deposits, dirt, streaks, and odors both inside and out. Trash receptacle refers to all receptacles used for the collection of wastepaper and debris, including swing top containers, wastebaskets, and similar containers. All trash receptacles shall have a new plastic trash can liner installed each time after the trash is removed and the receptacle has been cleaned.

8. **Partitions** – Properly cleaned partitions(s) shall be free of dirt, lint, deposits, streaks, and smudges.

9. **Cleaning of Upholstery** – Upholstered furniture properly and satisfactorily shampooed shall be free of dirt, streaks, stains, and spots.

E. Bath/Toilet Rooms, Gym Shower Rooms, and Utility Spaces

1. Properly cared for bath/toilet rooms, locker rooms and utility spaces shall have their flat surfaces dusted, and trash removed.

2. Wash basins, utility sinks, toilet bowls and seats, urinals, plumbing fixtures, air vents, mirrors and dispensers shall be cleaned and disinfected each time a cleaning service is provided.

3. Toilets and urinals shall be free from streaks, stains, scale, scum, urine deposits, rust stains, and odors. Wash basins and utility sinks shall be free from streaks, stains, scale, scum, rust stains, soap deposits and odor.

4. Wainscots, baseboards, stall partitions, doors and walls shall be free of all stains and spots.

5. Floors shall be swept, mopped, and disinfected during each service. Floor and wall areas within the immediate proximity of urinals and toilets bowls shall be cleaned and disinfected and kept odor free.

6. Bath enclosures, shower walls, including shower curtains and shower floors, shall be cleaned, and disinfected to remove all spots, streaks, and soap deposits each time a service is provided.

7. Plumbing pipes, fixtures, faucets, and metalwork shall be clean and bright, and free of dirt, dust, and deposits.

8. All dispensers (paper towels, toilet paper, toilet seat sleeves, hand soap, sanitizer, and sanitary napkin/tampon) shall be filled as required.

9. All floor drains shall be disinfected on a weekly basis.

F. Removal of Trash and Recycle Containers

1. To include the removal and disposal of trash from trash receptacles and recycling containers, as well as trash in boxes, bags or other items marked “trash” and placed next to trash containers or in hallways.

2. Also includes picking up trash from all exterior trash containers and removing cigarette butts from urns and maintaining clean urns with fresh sand.

3. The Contractor will comply with any current or future recycling program(s) established by the state, the county, the municipality.

4. The County will provide trash and recycling dumpsters in various locations on each location.

G. Entranceway Service and Sidewalks

1. Doors, door frames, door glass, door handles and plates shall be cleaned/or polished to present a clean appearance free from tarnish, streaks, stains, and hand marks.

2. All covered breezeways shall be treated as an exterior building surface and shall be cleaned in accordance.

H. Computer and Office Areas

1. Rooms, areas, and spaces containing electronic data processing equipment shall be vacuumed, damp wiped, damp mopped and/or surfaces washed as scheduled. No sweeping shall be allowed in these equipment rooms and associated spaces; dusting with cloths shall not be permitted. Cleaning of raised floors and concrete decks in these rooms shall be performed in such a manner that no liquids will seep through or penetrate the sub-floor cabling and ductwork.

2. The Contractor shall not move nor jar PC's, printers or any other piece of equipment used for data processing. Contractor shall exercise extreme caution when using water buckets in data processing areas, mounting them in dollies to prevent spillage. Contractor shall, without delay, report any spillage or other errors in the cleaning operation to the Escambia County representative.

3. The Contractor shall prohibit their employees from disturbing papers or any items on desks, opening desks or file drawers, using telephone or office equipment, or otherwise disturbing the day-to-day operations of the County.

I. Elevator Service

As part of the scheduled cleaning of floors and surfaces, the Contractor shall clean all interior surfaces and external doors of passenger and service elevators to maintain a clean appearance. Metal surfaces shall be properly cleaned and polished without fingerprints, deposits, or tarnish. This includes all elevator tracks.

J. Dusting

1. **Low Dusting** – After low dusting all dust, lint, litter and dry soil shall be removed from the horizontal surfaces of file cabinets and other types of office furniture and equipment, and from horizontal ledges, windowsills, handrails to a line 7' above floor level.

2. **High Dusting** – After high dusting all dust, lint, litter and dry soil shall be removed from all surfaces 7' above the top of the floor surface. Blinds, where installed, are included in high dusting, whether above or below the 7'.

3. **Other** – Clean off all spider webs on interior/exterior building surfaces and all stairwells.

K. Office/Conference Areas (Each Occurrence):

1. **Trash Receptacles** – Empty trash in designated areas, replace liners in the receptacle.
2. Sanitize telephone and telephone handsets.
3. Remove trash from behind doors and entrance ways.
4. Vacuum all carpeted areas.
5. Spot clean carpet (as spots appear).
6. Clean and dust all room furniture and fixtures.
7. Wash interior windows (as needed).
8. Dust all spaces (Do not move or rearrange papers on office desks or work surfaces).
9. Wipe and clean air diffusers, returns, and grilles associated with the building's heating, ventilating, and air conditioning systems.
10. Wipe and clean ceiling light-fixture covers (as needed).
11. Recycle Receptacles – Empty recyclables to designated areas.

L. Resilient Floor Area (Each Occurrence):

1. Sweep floors.
2. Dust mop marble, hardwood, and ceramic floors with dust treatment.
3. Damp mop vinyl tile or resilient floors with germicidal floor cleaner.
4. Spray buff vinyl tile or resilient flooring, as needed to maintain a high luster with no scuff marks.
5. Wall Baseboards – Clean and keep free of dust and wax build up.

M. Gymnasium Floor Area (Each Occurrence):

1. Dust mop flooring with appropriate dust treatment.
2. Damp mop flooring with appropriate cleaner.
3. Wall Baseboards – Clean and keep free of dust and dirt build up.

N. Carpet Floor Areas (Each Occurrence):

1. Vacuum <u>all</u> carpeted areas.
2. Spot clean carpet (as spots appear).
3. Wall Baseboards – Clean and keep free of dust build up.

O. Entrance and Common Areas (Each Occurrence):

1. Vacuum carpets and carpet runners.
2. Remove trash and replace trash receptacle liners.
3. Clean and sanitize all water fountains.
4. Clean restrooms (As per restroom cleaning requirements).

5. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.

6. Empty and wipe clean trash and cigarette butt receptacles at exterior entrances.

7. Wash exterior windows, store fronts, and doors at building entrances (inside and out).

8. Clean, sweep, and wash down exterior entrances up to 25 feet from doors.

P. Janitorial Storage Closets (Each Occurrence):

1. Mops rinsed clean after use and hung properly to air dry.

2. Room cleaned and equipment neatly stored.

3. Trash and combustible materials removed.

4. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.

5. Properly store all cleaning solvents and agents.

6. Ensure janitorial sink faucets and fill hoses are properly secured.

Q. Break Room and Kitchen Areas (Each Occurrence):

1. Empty trash receptacles and replace liners.

2. Clean counter tops, sinks, tables, and chairs with germicidal cleaner.

3. Wipe down countertop appliances (coffee machines, microwave ovens, etc.) with the manufacturer's approved cleaning product.

4. Wipe down refrigerator, stove, and dishwasher's exteriors with the manufacturer's approved cleaning product.

5. Recycling Receptacles – Empty all recyclables and deliver to designated dumpster/receptacle location.

6. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.

7. Scrub and maintain a brilliant shine on all stainless steel and chrome (sinks and plumbing fixtures).

R. Restrooms (Each Occurrence):

1. Empty trash receptacle and replace liner.

2. Clean and sanitize sinks/lavatories.

3. Clean and disinfect toilets/commodes.

4. Clean and disinfect urinals. Waterless urinals are to be cleaned in accordance with the manufacturer's recommended procedures.

5. Clean mirrors.

6. Spot clean walls and toilet partitions.

7. Dust tops of the partitions and other collectors.

8. Sweep and damp mop floors with germicidal cleaner.

9. Clean and sanitize infant changing stations.
10. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
11. Refill and maintain adequate levels of soap, paper towels, toilet paper, and toilet seat dispenser covers.
12. Clean and polish all chrome and bright work.
13. Sanitize floor drains.

S. Shower/Dressing Areas (Each Occurrence):

1. Empty trash receptacle and replace liner.
2. Clean and sanitize shower walls, floors, and curtains.
3. Dust tops of the partitions and other collectors.
4. Sweep and damp mop dressing area floors with germicidal cleaner.
5. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
6. Refill and maintain adequate levels of soap and paper towels.
7. Clean and polish all chrome and bright work.
8. Sanitize floor drains.
9. Clean mirrors.

T. Parking Garage (As required):

1. Trash Receptacles at each elevator landing– Empty trash in designated areas, sanitize and replace liner in the receptacle.
2. Sanitize elevator controls at each landing and inside of cab.
3. Remove trash from behind doors in stairwells.
4. Sweep stairwells from ground to roof level.
5. Spot mop stairwells (as spots appear).
6. Clean and polish interior of elevator cab.
7. Sweep and wash vinyl flooring inside of elevator cab.

U. Miscellaneous Duties (Each Occurrence):

1. Clean and sanitize water fountains. Scrub and maintain a brilliant shine on all stainless steel and chrome.
2. Sanitize and disinfect desk top telephones and telephone handsets.
3. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
4. Recycle Receptacles – Empty Recyclables to designated areas.

V. Miscellaneous Duties (As Required):

1. Polish all wood furniture, i.e. chairs, tables, desks, cabinets, etc.

2. Clean and sanitize wall light switch plates.
3. Remove fingerprints and pen marks from walls, doors, partitions, etc.
4. Dust all picture frames.
5. Clean windowsills, and wipe down both the fire extinguishers and the emergency lights.
6. Check for and remove cobwebs.
7. Clean air diffusers, returns, and all grilles (wall/ceiling).
8. Area carpet shampooing is at the Owners discretion, and only when requested by Facilities Management. Custodial Vendor may submit a request to the County Representative if they determine an area needs shampooing for approval. No building occupant has the authority to request these services.
9. Stripping and waxing of floors are at the Owners discretion, and only when requested by Facilities Management. Custodial Vendor may submit a request to the County Representative if they determine an area needs stripping and waxing for approval. No building occupant has the authority to request these services.
10. A minimum of four coats of high-quality wax is to be applied in order to maintain a high luster and shine.

4-3 CUSTODIAL SCHEDULES

A. Offices

1.	Dust all horizontal surfaces	Daily
2.	Wash whiteboards/chalkboards, clean erasers & empty pencil sharpeners	Daily
3.	Clean desks and desk tablets	Daily
4.	Empty all trash containers	Daily
5.	Straighten desks and furniture	Daily
6.	Vacuum walk off mats	Daily
7.	Clean/sanitize water fountains	Daily
8.	Dry mop/spot mop all hard surface floors & vacuum/spot clean all carpeted floors	Daily
9.	Clean entrance glass	Daily
10.	Empty recycling containers/trays	Daily
11.	Wet mop hard surface floors entirely	Daily
12.	Spot clean walls/switch plates/doors	Weekly
13.	Clean windows/frames/ledges	Weekly
14.	Dust wall/ceiling air vents/ventilator covers	Weekly
15.	Empty all trash containers	Daily

	16.	Clean desks (do not disturb papers or items on desks)	Daily
	17.	Clean and sanitize telephones	Daily
	18.	Dry mop/spot mop all hard surface floors	Daily
	19.	Vacuum/spot clean all carpeted floors	Daily
	20.	Wet mop hard surface floors entirely	Daily
	21.	Empty recycling containers/tray	As Needed or Weekly
	22.	Clean windows/frames/ledges	Weekly
B.	**Common Areas including Breakrooms**		
	1.	Clean/sanitize water fountains	Daily
	2.	Clean entrance glass	Daily
	3.	Vacuum walk off mats	Daily
C.	**Building Areas**		
	1.	Empty outside trash receptacles	Daily
	2.	Sweep common areas/clean tables	Daily
	3.	Sweep stairwells/landings	Daily
	4.	Clean/sanitize water fountains	Daily
	5.	Clean entrance glass	Daily
	6.	Clean all handrails	Weekly
	7.	Clean/dust ledges, recesses, lights, etc.	Weekly
D.	**Restrooms/Gym Shower Rooms**		
	1.	Clean all dispensers	Daily
	2.	Clean all mirrors and glass	Daily
	3.	Clean and sanitize all fixtures	Daily
	4.	Clean and sanitize walls/partitions	Daily
	5.	Dust all horizontal surfaces/lockers	Daily
	6.	Empty waste and sanitary receptacles	Daily
	7.	Fill all dispensers	Daily
	8.	Flush with water and sanitize all floor drains	Daily
	9.	Mop restrooms/shower floors with germicidal	Daily
	10.	Replace poly liners	Daily
	11.	Sanitize doorknobs	Daily
	12.	Sanitize waste/sanitary receptacles	Daily
	13.	Scrub/clean shower walls with germicidal	Daily
	14.	Sweep/mop tile floors with germicidal	Daily
	15.	Wash face of lockers	Weekly

E. Miscellaneous and Project Work

1.	Extract carpet cleaning in high traffic/high soil areas	As Needed
2.	Spray buff hard surface floors	Quarterly
3.	Strip/seal/refinish hard surface floors	Quarterly
4.	Shampoo carpet/extract carpet cleaning	Quarterly
5.	Clean upholstered furniture	Semi -Annually
6.	Wash/clean all building interior light fixtures	Semi -Annually
7.	Spot clean carpeting for stain removal	As Needed
8.	Window cleaning services	Minimum 2 X year

4-4 SPECIAL INSTRUCTIONS FOR BUILDINGS

These buildings require special cleaning instructions, times, or other requirements:

A. Building #4, Big Lagoon Sheriff Sub Station:

1. Requires background check through the Escambia County Sheriff's Department
2. Must be cleaned during normal business hours

B. Building #27, Solid Waste – Operations Garage:

1. Clean microwave each day
2. Buff floors once per week

C. Building #28, Solid Waste – Scale House:

Clean microwave each day

D. Building #45, Escambia County Visitation:

1. Requires background check through the Escambia County Sheriff's Department.
2. Sheriff Training Area only: offices to be cleaned during normal business hours; hallways, stairs and elevators shall be cleaned after hours.

E. Building #79, M.C. Blanchard Judicial Building:

NOTE: NO ONE IS ALLWED IN THE BACK SECURED HALLWAYS IF COURT IS IN SESSION.

1. Requires background check through the Escambia County Court Administration.
2. Post-work cleaning is to take place between 1:00 PM to 9:30 PM.
   a. First Floor State Attorney's must be cleaned between 1:00 PM and 4:30 PM.
   b. First Floor Public Defenders area must be cleaned, disinfected, and sanitized again between 4:30 PM and 9:30 PM.
   c. Second Floor Clerk of Court's Administrative area shall be cleaned between 2:30 PM and 3:30 PM.

d. Second Floor Clerk of Court's MIS (I.T.) department must be cleaned between 1:00 PM and 4:30 PM.

e. Third Floor Security must be cleaned between 2:00 PM and 4:30 PM.

f. Fifth and Sixth Floor Judicial Suite and Court Admin Suite shall have one (1) designated employee and one (1) back-up employee assigned to clean this area.

g. Third, Fourth, Fifth, and Sixth Floor Court Administration and Jury rooms shall be cleaned after 5:00 PM, unless Court is still in session. There shall be no cleaning of an occupied Court Administration and/or Jury room.

h. Outside elevator must be cleaned and secured after all areas are done.

i. Cleaning times are subject to change.

3. Custodial coverage from 7:00 AM to 3:30 PM Monday through Friday.

   a. Turn on hallway lights for all floors (1-6)

   b. If there was late court the night before, clean and stock courtrooms. Additional details will be provided to the awarded firm.

   c. Check the front lobby for debris and wipe down counters and windows.

4. State Attorney's Area: Beginning by 8:30 AM, clean all restrooms and breakrooms, clean and disinfect the front lobby seating area, and remove recycling.

5. Public Defender's Area: Beginning by 9:30 AM, clean all restrooms and breakrooms, clean and disinfect the front lobby seating area, and remove recycling.

6. Clerk of the Court Administration office 2nd floor must be completed by 4:30pm daily.

7. Court Security Monitoring Room 3rd floor must be completed by 4:30pm daily.

8. Day Porter, throughout the day shall:

   a. Clean and disinfect first floor main entrance areas, both front and back.

   b. Check, re-check, clean, and disinfect all public restrooms.

   c. Check, re-check, clean, and disinfect all public hallways

   d. Clean and sanitize all touch areas throughout all floors.

F. <u>Building #80, Juvenile Justice Center (JJC):</u>

1. Requires background check through the Escambia County Court Administration

2. Must be cleaned during normal business hours (except Detention area, see below):

a. JJC: Clerk of the Courts & State Attorney areas must be cleaned before their employees leave for the day.

b. JJC: Detention Center area only must be cleaned after 9PM.

c. JJC: Assessment Center area must be escorted by corrections staff.

G. Building #113, Sheriff Administration Building:

Requires background check through the Escambia County Sheriff's Department Offices to be cleaned during normal business hours; hallways, stairs and elevators shall be cleaned after hours.

H. Building #119, Sheriff Investigation & Receiving Warehouse:

1. Requires background check through the Escambia County Sheriff's Department
2. Must be cleaned during normal business hours

I. Building #121, Ensley Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

J. Building #124, Molino Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

K. Building #139, Pensacola Beach Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

L. Building #130, Community Probation:

1. Requires background check
2. Must be cleaned during normal business hours
3. Restroom must be cleaned with corrections staff present

M. Building #182, Walnut Hill Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

N. Building #219, Marcus Pointe Tax Collector:

Public restrooms to be cleaned twice per day

O. Building #251, Solid Waste – Hazardous House Waste:

1. Clean microwave each day
2. Buff floors once per week

P. Building #258, Government Complex Parking Garage:

Includes 2 stairwells, elevator, and trash receptacles on each level

Q. Building #272, Sheriff Maintenance Garage:

1. Requires background check through the Escambia County Sheriff's Department
2. Must be cleaned during normal business hours

R. Building #303, Warrington Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

S. ECAT Building:

Cleaning to start at 12:00 PM daily with concentration on restrooms and public areas at the beginning of the shift.

4-5 ADDITIONAL PROVISIONS

All employees assigned by Contractor to perform the work under the resulting contract shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be the contractor's responsibility to ensure all employees meet the physical standards needed to perform the work assigned. All personnel employed by contractor shall be trained and qualified in their assigned type of work.

A. CONTRACTOR REQUIREMENTS

1. Contractor will require all employees to report for duty in County-approved uniforms with the Company logo and approved photo ID badges while on County Property.
2. All contractor vehicles shall be clearly identified as belonging to the contractor and shall clearly display a parking decal where required.
3. Prohibit employees from disturbing papers on desk (must dust/clean around items on desk), opening desk drawers and cabinets, or using the telephones, computers, or office equipment provided for County use.
4. Require employees to comply with instructions pertaining to conduct and building rules and regulations.
5. Ensure employees do not have access to buildings or County property unless on official duty.
6. Conduct a national criminal background check on all prospective employees before hire for the County premises. The contractor will reject any person whose criminal background demonstrates he/she failed to report criminal convictions accurately on the contractor's employment application form. Any person having a conviction for a felony involving theft, burglary, embezzlement, violence, or moral turpitude under the laws of Florida or any other state, within the 10 years immediately preceding the date of his/her employment will be forbidden to be employed by the contractor for County. All provision of Chapter 435 F.S. must be followed.

   Once the firm's background check is complete, any of the firm's employees being asked to work in a secure location are required to have a County-provided background check.
7. Ensure all applicable employment laws are followed.
8. Provide adequate supervision of employees to ensure complete and satisfactory performance of all work in accordance with the resulting contract. When work is performed, supervision should be onsite and available at all times. Supervision shall be fully and adequately trained, with experience in cleaning supervision, sufficient in scope to meet the approval of County's representative. Supervision shall be responsible for hiring, training, equipping, directing, discharging, and issuing uniforms for all

custodial services personnel. Supervision shall also be responsible for monitoring the work order management software or email to ensure work orders are completed in a timely manner.

9. Provide, for approval by the County, a chain of command for management and supervision for all contractor staff at each location. The contract shall provide County's representative written list of all key employees and should update upon changes.

10. Report all stopped drains, broken fixtures, glass, burnt out lights, and other facilities maintenance needs to the County representative on the established computerized maintenance request.

11. Notify the County of any observed irregularities (i.e., defective plumbing, unlocked doors, lights left on, etc.) The Contractor shall be responsible for turning off all lights when not needed for the cleaning that room, and all lights are to be turned off at the end of the shift. The Contractor shall provide a quality assurance review report and meet with the County representative monthly or as requested to discuss service quality assurance reviews report. These meetings shall be held at a mutually agreeable time.

12. Take all steps necessary to protect the public and nearby property from damage during custodial activities. Any damages to the County property as a result of the vendor must be remedied by the awarded vendor.

13. Ensure all doors are to remain shut and then locked after cleaning.

14. Ensure all keys shall be maintained in accordance with the County key procedure. Any lost keys will be paid for by the contractor. Any rekeying of buildings necessitated by keys being lost by contractor will be paid for by contractor.

15. Schedule sufficient staff at no extra charge for County special events which shall include but not be limited to cleaning as may be required from time to time. The County will notify the Contractor at least twenty-four (24) hours prior to requirement.

16. Maintain a Material Data Safety Sheet (MSDS) file on all chemical and cleaning agents used in the performance of this contract. A copy of MSDS's shall be provided to the Facilities Management Branch prior to its use. Green products are highly encouraged to be used for the appropriate applications.

17. Responsible for lost or stolen keys and security proximity cards issued to them. They may be financially responsible for reimbursement to the County for the replacement of any keys, cards, or locks due to the loss or theft. The Contractor shall maintain a key log of all of its locations and their employees that have been issued keys and cards to County buildings. Facilities Management may request a copy of the key log at their discretion. Key Boxes may be utilized in specific buildings to insure key control.

18. Willing to make accommodations to clean sensitive areas at specific days and times if requested by the building occupants. This may require being escorted and/or providing the services during the occupant's normal business hours.

19. The Contractor shall be made available to clean the Board of County Commissioners chambers and surrounding areas after all scheduled meetings.

20. In the event that the County requests additional project assistance or special services outside the scope of this contract, the Contractor shall provide such extra labor on an hourly rate basis, not including materials. All such work shall be performed outside of, and exclusive of, the normal scope of scheduled services.

B. COST INCREASES

Any annual cost increase request must be submitted to the Director of Facilities Management by February 1st for the following annual term. The increase will only be granted under the following conditions, an increase in the CPI measured as the annual rate for the previous 12 months, regionally adjusted and an increase to minimum wage. These factors will be reviewed independently and will not be submitted as a combined % requested increase. A percent increase in CPI shall only be requested on the non-labor portion of the contract. For a request due to minimum wage increase, the contractor must supply documentation of the employee wages and outline which employees will be affected by the minimum wage increase.

C. ADDITIONS/DELETIONS

The County reserves the right to add or decrease buildings and square footage under the same terms, specifications, and conditions of this contract. The rates for the new areas will be quoted by the Contractor for County approval and shall be based on the cost per square foot as bid for the same or similar building. This includes when there is an increase or decrease to the number of cleaning days.

D. COMPLAINTS

Customer complaint records will be maintained by the County representative(s). For each customer complaint, the County representative shall document the incident and report it immediately to the Contractor. The County representative will then investigate the complaint, accompanied by the Contractor's representative, if the Contractor desires. If the complaint is found to be legitimate, it will be labeled as a "valid complaint." For every one "valid complaint" documented for the month, one-tenth percent (1/10%) of the monthly invoice amount will be deducted from the Contractor's payment for that same month as a penalty. For example, if twenty (20) complaints are found to be "valid complaints" during that same month, then a total of two percent (2%) will be deducted from the Contractor's payment for that month resulting from customer complaints. Leaving doors unlocked and not arming or disarming alarms systems properly that results in a false alarm is an example of a valid complaint. Any costs assessed to the County for excessive false alarm responses by local law enforcement agencies attributable to failed performance will be the financial obligation of the Contractor. Not having soap in the dispensers is another example of a valid complaint.

4-6 SUPPLIES, CHEMICALS, AND EQUIPMENT

The Contractor shall furnish and maintain all the necessary equipment, cleaning chemicals and supplies required for proper maintenance as described in these specifications and to meet all local fire codes for storage of cleaning agents and solvents. The County is not

responsible for any repairs, maintenance, or replacement of inoperable equipment. The contractor shall be responsible for any replacement equipment required.

The Contractor will provide with his/her proposal a list of the chemicals and supplies that will be used to perform the work under this contract. OSHA Material Safety Data Sheets (MSDS) are required for all chemicals and cleaning products and shall be supplied to the County at the time of product introduction. In addition, all MSDS shall be maintained on-site and updated on a quarterly basis. The County shall be notified in writing each quarter ten (10) business days prior to updates and one (1) full copy of the most current MSDS shall be furnished to the County.

The Contractor will display the MSDS sheets, in English and Spanish, in each custodial closet where the cleaning products are stored. All bottles are to be labeled properly listing all ingredients. The Contractor is responsible for training its employees on how to read the MSDS and to follow instructions for both use of product and responding to a spill or ingestion of product. The Custodial Manager or designee will conduct periodic inspections of cleaning supply cabinets and MSDS books to ensure cleanliness, proper labeling of chemicals, documentation of supplies stored on County property, and compliance.

The Contractor will identify their efforts in the green cleaning movement. Green cleaning is a widely accepted movement that uses procedures and products that consider the health of the building occupants, custodians, and the environment.

The following minimum supplies, chemicals and equipment shall be provided/supplied by the Contractor (NOTE: The County reserves the right to approve all supplies, chemicals and equipment used at the County facilities prior to their use).

Soap for dispensers	Anti-Bacterial Hand sanitizer for dispensers
Toilet tissue (2-ply)	Roll towels and Multi-fold towels
Sanitary toilet cover sleeves	Plastic trash liners (inside/outside receptacles)

Contractor will replace all broken dispensers as needed and provide additional dispensers when determined necessary.

Escambia County focuses on providing safe, effective, and environmentally friendly products in all of their buildings. Green seal certified products are highly encouraged when deemed appropriate and effective for the task.

Vacuum cleaners shall be required to have a HEPA filtration system.

All disinfectant agents and chemicals used by the contractor in the cleaning process shall be bactericidal, fungicidal, viricidal and tuberculocidal, in accordance with appropriate laws & guidelines. Green seal certified products are highly encouraged to be used for the appropriate applications.

All carpet shampooing and stripping and waxing of floors will be performed after hours, on weekends or holidays, unless other specific arrangements have been approved by Facilities Management. This additional work will be invoiced separately and written authorization by Facilities Management will accompany the invoice for payment. No additional work shall be performed without prior written authorization.

It is the responsibility of the Contractor to ensure that all cleaning products are compatible and appropriate for the surfaces to be cleaned. The Contractor will be held responsible for the repair or replacement of any surfaces or items found to be damaged by the improper use of any product it provides.

4-7 SAFETY REQUIREMENTS

All work procedures, materials and supplies and all equipment provided to each employee must meet all Occupational Safety and Health Administration (OSHA) and American National Standards Institute (ANSI) standards. The Contractor shall be responsible for annual safety training for employees in Florida's Right to Know, OSHA Blood borne Pathogens and Center for Disease Control (CDC) Blood borne Pathogens information, and Environmental Protection Agency (EPA) hazardous waste disposal training. Proof of training will be provided to the County.

All equipment used by the Contractor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on County property. Vacuum cleaners must be HEPA filtered at 99.97% efficient at 0.3 microns. All electrical equipment will be properly grounded. No internal combustion driven equipment or propane floor machines will be approved for use in County facilities. All employees will wear proper personal protective equipment while working on County property.

The Contractor shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such a manner as to create safety hazards, and shall provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. The Contractor's employees shall be required to interrupt their work at any time to allow passage of personnel.

4-8 INSPECTION CRITERIA

Inspection records will be maintained by the County representative(s).

Rooms/areas and exterior areas will be selected by and inspected each month.

The Counties representative(s) will evaluate restrooms/gym rooms as "acceptable" or "unacceptable" using the following criteria:

A. Presence of adequate two (2) ply toilet paper, paper towels, sanitary toilet sleeves, soap, and/or anti-bacterial hand sanitizer.

B. Absence of soil, stains, and rust on toilet room fixtures, drains, traps, faucets, soap and paper dispensers, stalls, mirrors, ledges and drinking fountains

C. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture, and equipment

D. Absence of litter and trash on floor and horizontal surfaces of equipment

E. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.

F. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around fixture and equipment bases

G. Absence of soil, litter, dust, and encrustation in trash containers

H. Absence of soil and dust on window blinds, shades, sills, frames, and ledges

I. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings

J. Absence of soil, litter, dust and spots from all mats and floors

K. Absence of streaks, spots, stains from all bright work, where appropriate - All bright

works shall be polished dry to a high sheen

L. All other contract provisions.

If item #1 is found to be unacceptable, the restroom will be deemed “unacceptable.” If a total of four (4) of the other items are found unacceptable the restroom will be deemed “unacceptable.” If two (2) or more of the same items are found unacceptable in more than half of the rooms inspected in one month, a sustenance problem will be deemed to exist. This condition will require the Contractor to determine the cause and take corrective measures.

The County representative(s) will evaluate non-restrooms as “acceptable” or “unacceptable” using the following criteria:

A. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture, HVAC vents and equipment

B. Absence of litter and trash on floor and horizontal surfaces of equipment

C. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.

D. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around furniture and equipment legs and bases

E. Absence of soil and stains on fixtures, drains, traps, faucets, soap and paper dispensers, mirrors, ledges and drinking fountains

F. Absence of dust, spots, soil build-up and encrustation on furniture and equipment surfaces and legs

G. Absence of dust, lint, and litter on upholstered furniture

H. Absence of soil, litter, dust and encrustation in ash trays, urns, wastebaskets, and trash containers - Trashcan liners shall be new and urn sand in good condition

I. Absence of marks, spots, stains and streaks on interior and exterior entrance doors and all glass windows

J. Absence of soil and dust on window blinds, shades, sills, frames, and ledges

K. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings

L. Absence of soil, litter, dust and spots from all carpets, mats, and floors

M. Absence of streaks, spots, stains from all bright work and stainless steel, where appropriate - All bright work shall be polished dry to a high sheen

N. Empty or nearly empty trashcans and pencil sharpeners (depending on time of day)

O. Absence of interior walk-off mats by all entrance/exit doors.

If a total of five (5) items are found to be unacceptable, the non-restroom will be deemed “unacceptable.” If two (2) or more of the same items are found unacceptable in more than half of the rooms inspected in one month, a sustenance problem will be deemed to exist. This condition will require the Contractor to determine the cause and take corrective measures.

For every one (1) “unacceptable” room rating in a month, one percent (1%) of the monthly invoice amount will be deducted from the Contractor’s payment for that same month as a penalty. For example, if ten (10) rooms are found to be “unacceptable” in one month, then ten percent (10%) of the monthly invoice amount will be deducted from the Contractor’s payment for that month resulting from “unacceptable” room ratings.

All unacceptable rooms will be re-inspected for compliance. A repeat “unacceptable” rating will cause an additional one percent (1%) to be deducted from that month’s payment.

Escambia County Clerk's Original

8/16/2018 #9

RESOLUTION NUMBER R2018- 87

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING SUPPORT FOR DIVERSITY IN THE COUNTY'S PROCUREMENTS AND ENCOURAGING EQUAL OPPORTUNITY FOR SMALL, MINORITY, WOMEN, AND SERVICE-DISABLED VETERAN OWNED BUSINESSES IN ESCAMBIA COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to the most recent census data, the population of Escambia County by race consisted of the following demographics: African American-23%, American Indian-1%, Asian-3%, Hispanic-5%, and White-68%; and

WHEREAS, Escambia County enthusiastically supports diversity in the County's public procurement of goods and services which reflects the demographics of the community; and

WHEREAS, through its procurements program, Escambia County is committed to providing equal opportunities and promoting increased participation of local small, minority, women, and service-disabled veteran owned businesses in Escambia County; and

WHEREAS, pursuant to this policy, Escambia County encourages all vendors, contractors, and subcontractors providing goods or services for the County to promote diversity and provide equal opportunities for such businesses in Escambia County.

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

Section 1. The Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

Section 2. The Escambia County Board of County Commissioners hereby expresses its support for diversity in the County's public procurement of goods and services which reflects the demographics of the community.

Section 3. The Board hereby encourages all vendors, contractors and subcontractors providing goods or services for the County to promote diversity and provide equal opportunities for the participation of local small, minority, women, and service-disabled veteran owned businesses in Escambia County.

Section 4. This resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this 16th day of August, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

SEAL

Approved as to form and legal sufficiency.
By/Title:
Date: 8/10/18

Date: 8/28/2018 Verified By:

Sec. 46-110. - Local preference in bidding.

(a) *Legislative intent.* The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the county's overall tax base.

(b) *"Local business" defined.*

Local business. For purposes of this section, "local business" shall mean a business which meets all of the following criteria:

(1) Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one year immediately prior to the issuance of the request for competitive bids by the county. The fixed office or distribution point must be staffed by at least one employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address;

(2) Holds any business license required by Escambia County or Santa Rosa County; and

(3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

(c) *Certification.* Any vendor claiming to be a local business as defined above shall so certify in writing to the office of purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

(d) *Preference in purchase of commodities and services by means of competitive bid.* Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e., sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated community redevelopment area (CRA) is within seven percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within three percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

(e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) *Limitations.*

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

(4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

(h) *Penalties.*

(1) *Misrepresentation.* A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the county will lose the privilege to claim local preference status for a period of up to one year from the date of the award of the contract or upon completion of the contract whichever is greater. The county administrator, in his discretion, may also recommend that the firm be referred for suspension of eligibility to claim the privilege of local preference.

(2) *Failure to maintain local business preference qualifications.* Any vendor that does not maintain its local

preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

(3) *Lack of good faith.* The contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the county determines that the contractor or firm did not act in good faith, all amounts paid to the contractor or firm under the county contract intended for expenditure with the local business shall be forfeited and recoverable by the county. In addition, the contract may be rescinded and the county may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

(Ord. No. 2013-43, § 2, 9-16-2013; Ord. No. 2016-9, § 2, 1-21-2016)

Sec. 46-111. - Small business enterprise program.

(a) *Purpose and intent of section.* The purpose and intent of this section is to provide the maximum opportunity for increased participation of qualified small businesses in the county's procurement system.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Commercially useful business function means adding value to the goods and services supplied under a contract. A small business is considered to perform a commercially useful business function when it is responsible for execution of a distinct element of work of a contract or transaction and carrying out its responsibilities by actually performing, managing and supervising the work performed. Businesses who merely act as a conduit do not perform a commercially useful business function and will not be eligible for certification as a SBE. In determining whether a business performs a commercially useful business function, consideration will include, but not be limited to, whether the business adds a value to the product or service provided; whether the business has a distributorship agreement with the manufacturer of goods supplied; whether the business takes possession of the product or service provided; whether the business warrants the product or service provided; whether the business maintains sufficient storage space to keep the product in inventory; whether the business maintains sufficient inventory to meet the requirements of its contracts; whether the business provides the product or service to the public or other business other than a governmental agency.

SBE means a small business enterprise certified by Escambia County.

(c) *Scope.* Unless otherwise prohibited by federal or state law, this chapter shall apply to the solicitation of all goods, services and construction by the county which are governed by the county purchasing code. Whenever possible, the county shall utilize a solicitation process which encourages SBE participation even on those items which are exempted from the requirements of the purchasing code.

(d) *SBE program goals.*

Annual goal: The cumulative annual SBE goal shall be up to 15 percent of the total annual expenditures for operating and capital costs for the current fiscal year as calculated in accordance with county SBE program policies and procedures. The cumulative annual SBE goal may be adjusted annually by the board of county commissioners.

(e) *Certification.*

(1) *Requirements.* For the purposes of this section, the following certification requirements shall govern:

a. The business must currently perform a commercially useful business function;

b. The business must be a local business as defined in section 46-110;

c. The business must be an independently owned and operated, for-profit entity;

d. The business may employ ten or fewer full time employees; and

e. The business may have a net worth of not more than $1,000,000.00.

(2) *Application procedure.* All applicants wishing to be considered as certified businesses for the benefits of the SBE program must complete the small business self certification form which can be obtained through the office of purchasing. This is a self-certification process and shall require a signed affidavit attesting to the accuracy of the data provided on the form.

(3) The purchasing department shall accept SBEs for use by the county in its purchasing and procurement process based upon the eligibility requirements provided herein. The purchasing department shall maintain an up-to-date electronic list of SBEs, and encourage the use of this list by all departments in their procurement activities.

(4) Any change of ownership or circumstances that may affect certification eligibility of an SBE must be reported to the purchasing department within 30 days of the change taking place. In the event of a change, the current owner is responsible for fulfilling this reporting requirement prior to seeking business with the county.

(5) *Recertification.* Certified SBEs are required to submit an affidavit of their continued eligibility as a SBE every year. If there has been a change in operation, ownership, control, activities, domicile or gross receipts, the SBE must identify such change on their application for recertification. A company that fails to submit its affidavit of continued eligibility will no longer be deemed certified for purposes of participation in the small business program.

(6) *Decertification.* If during any period of certification, the county has reason to believe that the SBE was not properly certified or that there has been a substantial change of ownership or circumstances that may affect certification eligibility then the county administrator may conduct an investigation and decertify an SBE if the investigation indicates that continued certification would be contrary to the county's SBE program requirements. The county administrator shall notify the SBE by certified mail that it has been decertified. Any business that is decertified may not be recertified for one year from the date of decertification.

(7) *Appeal of decertification.* Any business that believes it was wrongfully denied certification may submit a written request with the office of purchasing to appeal the decertification. The appeal shall be filed within 20 days of receipt of the notice of decertification. The request for appeal shall state with particularity the reasons why the business believes the denial was erroneous.

(8) *Hearing on appeal of decertification.* If an appeal is requested, an administrative review will be conducted by the county administrator, or designee, within 45 days of receipt of the notice of appeal. Upon review, the county administrator, or designee shall take one of the following actions:

a. *Grant the appeal.* If a determination is made that decertification was contrary to county's SBE program requirements, the appeal shall be granted and the business recertified;

b. *Deny the appeal.* If a determination is made that certification would be contrary to the county's SBE program requirements, the appeal shall be denied and the applicant may request that the matter be referred to a special master for further proceedings in accordance with subsections 46-102(4)—(7); or

c. *Refer the appeal to a special master.* If no administrative determination is made, the matter may be referred to a special master for further proceedings in accordance with subsections 46-102(4)—(7).

(f) *False representation.*

(1) It is unlawful for any individual or entity to knowingly submit false information in order to qualify for SBE certification.

(2) Any contractor that falsely represents to the county that it is an SBE, or knowingly submits false information or represents that it will use the services or commodities of an SBE and subsequently does not, shall be deemed in breach of contract. Upon a determination that a breach has occurred, all payments under the contract or

any other arrangement shall be immediately suspended. The contractor may show that it attempted in good faith to comply with the terms of the contract but was unable to comply. If the county determines that the contractor did not act in good faith, all amounts paid to the contractor under the county contract or agreement intended for expenditure with the SBE shall be forfeited and recoverable by the county. In addition, the contract or agreement may be rescinded and the department or division may return all unused goods received and recover all amounts paid under the contract.

(3) Any contractor or affiliate determined to have falsely represented that it or a subcontractor is an SBE, or determined to have not acted in good faith to fulfill the terms of a contract calling for it to use the services or commodities of an SBE, will be considered under the county's suspension and debarment policy.

(g) *Reservation of contracts.*

(1) Unless otherwise prohibited by federal or state law, the county may reserve contracts to be awarded only to SBEs. The county may review all of its needs and requirements in each fiscal year and the board of county commissioners may determine which contracts may be reserved for bidding only by SBEs. This reservation may only be used when it is determined, before dissemination of the request for proposals or invitation to bid, that there are capable, qualified, SBEs available who are interested and willing to bid on these contracts in order to provide for effective competition. Once a decision has been made to reserve a contract, the county shall estimate what it expects the dollar amount of the contract to be based on the nature of the contract and its value under prevailing market conditions. If all the bids received are over this estimate, the county may reject the bids and open the bidding to all vendors and contractors. Before contracts can be reserved for bidding only by SBEs, the board of county commissioners must determine that such a reservation is in the best interest of the county.

(2) Unless otherwise prohibited by federal or state law, the county may reserve any construction contract for competitive bidding for contractors who agree to utilize SBEs as subcontractors or subvendors. The percentage of funds which must be expended with SBE subcontractors shall be determined by the county before the contract is reserved. In order to bid on a construction contract so reserved, the contractor shall identify those SBEs that will be utilized as subcontractors or subvendors. Once a decision has been made to reserve a contract, but before bids are requested, the county shall estimate what it expects the amount of the contract to be based on the nature of the contract involved and its value under prevailing market conditions. If all the bids received are over this estimate, the county may reject the bids and open the bidding to all vendors and contractors. It is the express responsibility of the contractor to verify that all SBEs that will be utilized as subcontractors or subvendors are currently certified by the county.

(h) *SBE preference.*

(1) The county may award a bid preference on any single bid, as provided in section 46-110, to a certified SBE.

(2) SBE preference does not apply to contracts that are reserved in accordance with this section. Preferences as provided in this chapter may not be combined. Only one preference may be awarded on any single solicitation to any certified SBE or contractor. Any SBE bid preference awarded pursuant to this section shall take priority over any local business bid preference that may apply to any single solicitation.

(i) *Responsiveness of bids—good faith efforts.*

(1) Every competitive bid, if not submitted by a SBE, must demonstrate good faith efforts to utilize SBEs as subcontractors or subvendors.

(2) The county may consider written documentation submitted with the bid package in determining whether a contractor has made one or more good faith efforts including, but not limited to:

a. Whether the contractor attended any presolicitation or prebid meeting that was scheduled by the county to inform SBEs of contracting and subcontracting opportunities;

b. Whether the contractor advertised in a general circulation, trade association, and/or SBE focus media

concerning the subcontracting opportunities;

c. Whether the contractor provided written notice to a reasonable number of SBEs that their interest in the contract was being solicited in sufficient time to allow the SBE to participate effectively;

d. Whether the contractor followed up initial solicitations of interest by contacting SBEs to determine whether a SBE is interested;

e. Whether the contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the SBE goals of the county, including, where possible, breaking down contracts into economically feasible units to facilitate SBE participation;

f. Whether the contractor negotiated in good faith with interested SBEs, not rejecting SBE as unqualified without sound reasons based on investigation of their capabilities;

g. Whether the contractor made efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance required by the county and/or the contractor; and

h. Whether the contractor effectively used the services of available small business community organizations; small business contractors' groups; local, state, and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of small businesses.

(3) The county may waive the good faith requirement for procurement where sub-contracting is not applicable or in order to ensure adequate competition.

(j) *SBE assistance program.*

(1) The SBE assistance program is established within the office of purchasing and will report all recommendations and activities associated with the SBE program directly to the county administrator. This program will assist and encourage SBEs to participate in the county solicitation process.

(2) In addition, the purchasing department, in conjunction with the county administrator, shall:

a. Review and comment on any changes to a county policy, rule or regulation relating to SBE procurement;

b. Receive, compile and disseminate information on procurement opportunities, availability of SBEs and available technical assistance;

c. Refer all information on any business suspected of misrepresenting its SBE status to the county administrator's office;

d. Maintain a central list of certified SBEs and provide it upon request; and

e. Host, not less than annually, a workshop to assist small businesses located in Escambia County to obtain SBE certification and to do business with the county.

(k) *Implementation of policy.* In order to systematically augment a viable SBE component within the county's purchasing and procurement system, the purchasing manager shall be delegated the following powers and duties to fulfill their responsibilities and functions:

(1) Establish and compile a system of coordinated, uniform procurement policies, procedures, and practices supporting the SBE program.

(2) Encourage the use of SBEs in county contracting and procurement for goods, services and construction that may be provided or performed by SBEs and strive to achieve the stated SBE annual program goal.

(3) Manage and maintain the information system or other automated interface with the county's finance system to record and measure the use of SBEs in county contracting. This system shall maintain information and statistics on SBE participation, in order to analyze the progress of the SBE program.

(4) Provide an annual written report to the county administrator detailing disbursements made to SBEs for goods, services and construction.

(Ord. No. 2013-52, § 2, 12-5-2013; Ord. No. 2014-29, § 1, 7-24-2014)

Sec. 46-112. - Participation of minority and women business enterprises.

(a) *Policy statement.* The county is committed to providing equal opportunities to minority and women business enterprises and strives to improve the opportunities and participation of such businesses in the public procurement of goods and services by the county. Pursuant to this policy, the county shall hereby establish procedures to encourage the participation of minority and women owned businesses in the public procurement of goods and services by the county. Nothing in this section shall be construed to provide for or require any preference or set-aside based on gender, race, or national origin.

(b) *Definitions.* For the purpose of this section, the following terms shall have the following meanings:

Minority shall mean any of the following groups:

(1) African American persons having origins in any of the black racial groups in Africa;

(2) Hispanic American persons of Spanish or Portuguese culture with origins in Mexico, South America, Central America, or the Caribbean, regardless of race;

(3) Native American persons including those residing in the U.S. or its territories, who are descendants of any Indian tribe with origins in the North and South American continents and other islands or lands to include the countries of the U.S., Canada, and Mexico;

(4) Asian American persons having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent, or Pacific Islands.

Minority business enterprise (MBE) shall mean any business which is at least 51 percent owned and operated by minority members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by minority members.

Women business enterprise (WBE) shall mean any business which is at least 51 percent owned and operated by women members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by women members.

(c) *Certification.*

(1) *Requirements.* For the purpose of this section, the following certification requirements shall govern:

a. The business is a MBE and/or WBE as defined in this section.

b. The business meets the requirements provided in section 46-111(e)(1).

c. The business is legally structured as required by Florida law and, if applicable, in good standing with the Florida Secretary of State.

(2) *Procedure.* All applicants wishing to be considered as certified MBE/WBE(s) must complete a small business enterprise program certification application form which may be obtained through the office of purchasing. This is a self-certification process and shall require a signed affidavit attesting to the accuracy of the data provided on the form. Proof of current certification as a minority and/or women business enterprise by the Florida Office of Supplier Diversity may be accepted in lieu of other supporting documentation. Certified M/WBEs shall submit an affidavit of continued eligibility on an annual basis.

(d) *Implementation.* In an effort to implement this policy, the county may undertake the following measures:

(1) Designate the purchasing manager to administer this policy.

(2) Maintain a central list of certified M/WBEs.

(3) Manage and maintain the information system or other automated interface with the county's finance system to record and measure the use of M/WBEs in county procurements.

(4) Utilize outreach programs to identify and educate M/WBEs about the county's procurement process.

(Ord. No. 2016-8, § 2, 1-21-2016)

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 31, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.092 Re-Solicit Custodial Services for Various County Facilities

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 1 provides for information related to the current vendor.

The current vendor is American Facilities Services, and has been since October 2011. This solicitation is being issued because the current agreement has expired, and the County is required to solicit competitive bids. Additionally, the previous agreement did not allow for multiple vendors to be awarded as the current solicitation offers.

The Bid Tabulations from two previous solicitations have been attached, however, the Scope of Work from previous solicitations is not at all comparable to the current Scope of Work being requested. Firms are strongly encouraged to not utilize past pricing to determine current or future bids.

Per Florida Statute 119.071(b)(3), bids from the most recent solicitation, PD 19-20.065, will not be available until after the current solicitation is awarded or 12 months have passed from the rejection of bids, which occurred on August, 17, 2020, whichever comes first.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Custodial Services for Various County Buildings BID # PD 16-17.064**								
Bid Opening Time: 2:00 PM CDT Bid Opening Date: 08/04/2017 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
3H Service System, Inc.	n/a	Y	n/a	Y	Y	Y	Y	Y	$812,292.00
American Facility Services, Inc	n/a	Y	n/a	Y	Y	Y	Y	Y	$790,512.00
Enmon Enterprises, LLC dba Jani-King of Pensacola	n/a	Y	n/a	Y	Y	Y	Y	Y	$779,353.32
Service Management Systems, Inc.	n/a	Y	n/a	Y	Y	Y	Y	Y	$775,404.00
BIDS OPENED BY:	Emily Weddington, Purchasing Specialist					Date: 08/04/2017			
BIDS TABULATED BY:	Emily Weddington, Purchasing Specialist					Date: 08/07/2017			
BIDS WITNESSED BY:	Paul Nobles, Purchasing Manager					Date: 08/04/2017			

UNDER REVIEW

CAR DATE **BOCC DATE**

The Purchasing Chief/Designee recommends to the BCC: To award a contract to

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes:

Extension error of $4 on Service Management Systems, Inc annual total.

Posted @ 3:30 PM CDT 08/07/2017

EDW

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:**	PD 17-18.014								
	Solicitation Name:	Resolicit Custodial Services for Various County Buildings								
Bid Opening Time:	2:00 p.m., CST									
Bid Opening Date:	1/4/2018									
Bid Opening Location:	Rm 11.407									
Name of Bidder(s)		Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes		Total for Various County Buildings
3H Services System, Inc		Yes	Bond	Yes	Yes	Yes	Yes	Yes		$767,748.00
American Facility Services, Inc		Yes	Bond	Yes	Yes	Yes	Yes	Yes		$858,228.00
CER Signature Cleaning, Inc		See below	Check	Yes	Yes	Yes	Yes	Yes		Non-Responsive
Performance Property Servicing, Inc		Yes	Check	Yes	Yes	Yes	Yes	Yes		$930,000.00
Service Management Systems, Inc		See below	Bond	Yes	Yes	Yes	Yes	Yes		Non-Responsive
Bids Opened By:	Emily D. Weddington, Purchasing Specialist				**Date:**	1/4/2018	**Status:**			
Bids Tabulated By:	Emily D. Weddington, Purchasing Specialist				**Date:**	1/9/2018	UNDER REVIEW			
Bids Witnessed By:	Paul R. Nobles, Purchasing Manager				**Date:**	1/4/2018	**CAR Date:**		**BOCC Date:**	

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes: CER Signature Cleaning, Inc. and Service Management Systems, Inc. did not submit their bids on the Revised Bid Form provided in Addendum #1. Because their bids were not based on the revised bid form it did not include pricing for Emergency Service Call Cost - 2 hr. Response Time Based on 1 hour on site, thus we are incapable of evaluating their bid, additionally CER Signature Cleaning, Inc. did not complete the unit pricing portion of the bid forms (monthly/yearly totals).

Posted: 4:00 p.m., CST on 1/9/2018

Form Completed By: EDW edw

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 1, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 19-20.092 Re-Solicit Custodial Services for Various County Facilities

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 2 provides for information related to questions and answers shown on the following page.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Q1. Can the vendors show the toiletry pricing separately from the service price shown in the proposal?

A1. For the purposes of this solicitation, we ask that the pricing provided in the proposal be an "all inclusive" price that covers everything the vendor will need to perform the service and have the facilities sufficiently stocked.

Q2. Can vendors purchase supplies directly from Escambia County?

A2. At this time, the County does not offer the ability for vendors to purchase supplies from the County.

Q3. On page 27 of 61, Item 2-2, "Proposals shall confirm that the firm will comply with all of the provisions in this RFP." Is there a form to be utilized for this?

A3. Confirmation that a firm will comply with all provisions can be stated anywhere within the proposal. Most firms opt to write a letter of interest as a type of cover page for the proposal. Such a statement can be included in a letter of this type.

Q4. On what page of the RFP is the "Solicitation, Offer, and Proposal Form"?

A4. This form was intentionally left out of the RFP and the language referenced in the question is boilerplate language that is used from one RFP to the next. Please disregard this requirement.

Q5. Page 4 of 61, states that the Proposal Response must include one (1) original and one (1) electronic copy via CD or flash drive OR uploaded via Vendor Registry. Page 14 of 61, Item 4 Proposal Forms states that, "Firms electing to submit original forms shall also provide a complete copy of the bid response via CD or flash drive." Since one original is required per page 4 of 61, this seems to indicate that a complete copy of the bid response via CD or flash drive would also be required, is this correct? Or could the proposal – in its entirety – be submitted via Vendor Registry?

A5. If a firm is submitting a physical proposal document to the Office of Purchasing via mail or courier, an electronic copy shall be included. If a firm is submitting their complete proposal via Vendor Registry, a physical proposal document is not required.

Q6. If some documents are not ADA-compliant, would the proposal be deemed non-responsive?

A6. No. At this time, the County does not require ADA-compliant documents, but we do ask for them to be utilized whenever possible. The County attempts to provide ADA-compliant documents to all those who submit a Sunshine Law information request.

As a reminder, regardless of the means with which the proposal is submitted, all firms shall provide their Bid Surety to the Office of Purchasing prior to the Proposal submittal deadline.

Firms submitting a surety from their insurance provider can upload the surety documents in Vendor Registry and a physical delivery to the Office of Purchasing is not required.

Q7. Page 27 of 61, Item 2-1 states that, "All RFP documents (excluding the Excel Spreadsheet) shall be contained in a single PDF or Microsoft Word-Type document. The Excel Spreadsheet will also be returned complete as a single document."

Page 30 of 61, Item 3-2 asks proposers to, “Please separate the RFP responses into the following categories:” and on page 32 of 61, Item 6, A asks proposers to provide the pricing schedule on the Price Proposal Form.

Should a hard copy of the Cost Proposal (Excel spreadsheet) be included as an item in the submission of the original Technical Proposal? Or should it be submitted in a separate envelope with the other signed forms? Or on its own?

A7. All the proposal documents shall be in a single PDF, and sorted according to the order outlined in Item 3-2.

The physical Excel document can be separate, in either Excel or PDF. Both the proposal (PDF) and the Excel spreadsheet (Excel) shall be on the electronic copy and/or uploaded to Vendor Registry.

Q8. Will the content referred to on page 27 of 61, Part II, 2-3 Understanding of the Project, 2-4 Methodology Used for the Project, and 2-5 Management Plan for the Project be evaluated as part of 1: Scope of Services as outlined on page 30 of 61, Part III, Section 3-2 Evaluation Criteria?

A8. Yes.

Q9. Will the content referred to on pages 27 and 28 of 61, Part II, Section 2-6 Experience and Qualifications, be evaluated as part of 2: Adequacy of Staffing and Supervision and 3: Related Experience as outlined on pages 30 and 31 of 61, Part III, Section 3-2 Evaluation Criteria?

A9. Yes.

Q10. Page 29 of 61, Item 2-8 requests that “Bidders provide a breakout of the firm’s employees by minority status, as well as the status of employees of any subcontractor that will be performing the work.” This item is not referred to as part of the Evaluation Criteria. Under which section of the Evaluation Matrix will this item be considered? Or is this a pass/fail item for meeting minimum requirements?

A10. If it is not listed in the “Selection Criteria,” it is not a selection criterion. The Board has requested information for information purposes.

Q11. Page 50 of 61, paragraph 1, states that, “The Contractor will provide with his/her proposal a list of the chemicals and supplies that will be used to perform the work under this contract.” This item is not listed as part of the Evaluation Criteria. Under which section of the Evaluation Matrix will this item be considered? Or is this a pass/fail item for meeting minimum requirements?

A11. If it is not listed in the “Selection Criteria,” it is not a selection criterion. The department has requested this information for information purposes.

Bid Distribution List
133 Registrants representing 101 Firms

Re-Solicit Custodia Services for Varous County Facilities
PD 19-20.092

DateAdded	CompanyName	EmailAddress	Subject	EventType
8/21/2020 10:30	3H SERVICE SYSTEM INC	cs@e-3h.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	4 Seasons Cleaning LLC	4seasonscleaningcompany@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	9 TO 5 COMPUTER	richardraab@9to5computer.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	AA&B Human Capital Svcs- Janitorial Co	Alicia.Brown@aabjanitorialcleaning.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	ACE Contracting & Services	aceconserv@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/31/2020 9:02	Advanced Nationwide Security Corporation dba Adv	dollyadeilesanmi@yahoo.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Al	al@empirenola.com	Escambia County - PD 19-20.092	Re deliver
8/31/2020 9:02	ALJ Services	ljulien@aljsconsultant.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	all bright janitorial service inc	allbrightjanitorialsvc@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	All Building Cleaning Corp	mike@allbuildingcleaningcorp.com	Escambia County - PD 19-20.092	Re deliver
8/31/2020 9:02	All Clean Services	acahalan@allcleansvcs.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	American Facility Services Inc.	anugent@amfacility.com	Escambia County - PD 19-20.092	Re deliver
8/31/2020 9:02	Amer-Plus Janitorial & Maintenance LLC	scetoute@amerplusjmi.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Ayâ€™notyal	Cprentalsllc@yahoo.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Bill Smith Electric	derek@billsmithelectric.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Blue Team Restoration	Jrobards@bbmkcontracting.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Boss Lady Cleaning Service LLC	flohortilano@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	C&W Services	eric.grot@cwservices.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Chapman's Construction Company Inc.	mike@chapmansconstruction.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Cleanex LLC	r.garcia@cleanexsolutions.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Cleaning Plus Janitorial Services LLC	charlesholley@cleaningplusmore.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Construction Journal	bids@thecj.com	Escambia County - PD 19-20.092	Re deliver
8/31/2020 9:02	contractors enterprises	ebell4242@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Contractors Enterprises Inc.	contractors.enterprises.inc@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Coverall Gulf Coast Support Center	makensie.allen@coverallservice.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:31	Cyclone National LLC	adel@cyclonenational.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	D & R Painting Inc Group	dandrpaintinginc@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	D.R.E.A.M Youth Development Inc.	tawannalewis79@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	DeOusha Lowe Janitorial Services LLC	deoushalowejanitorial@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Eagle Cleaning Service Inc.	michelle@eaglecleaningservice.com	Escambia County - PD 19-20.092	Re deliver
9/8/2020 9:57	Eboc commercial solution LLC	eboccommercialsolution@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PD 19-20.092	Re deliver

Bid Distribution List
133 Registrants representing 101 Firms

Re-Solicit Custodia Services for Varous County Facilities
PD 19-20.092

DateAdded	CompanyName	EmailAddress	Subject	EventType
8/21/2020 10:30	Enmon Enterprises LLC DBA Jani-King of Pensacola	mpinardo@janikinggcr.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Enterprise Pals Inc.	nazim@enterprisepals.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Executive Cleaning Inc	hal@executivecleaninginc.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Florida Cleaning Systems Inc.	jarrid.lamb@fcsiservices.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	General Building Maintenance Inc	aashouri@gbmweb.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	General Building Maintenance Inc.	ehoeksema@gbmweb.com	Escambia County - PD 19-20.092	Re deliver
8/31/2020 9:02	GMI Group Inc.	kayla.dang@gmigroupinc.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	GQS Enterprise LLC	john@gqsenterprise.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	GQS ENTERPRISE LLC	jlomax3p@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Green Group Environmental LLC	brian@greengroupenvironmental.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Hill GREENKLEEN LLC	greenkleenllc@yahoo.com	Escambia County - PD 19-20.092	Re deliver
9/1/2020 16:19	Hot Rods Cleaning Services LLC	cs975116@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Hurley R&R LLC	Hurleyrnr@yahoo.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Imperative Employment Solutions LLC	bbcox2012@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Innova LLC	admin@byinnova.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	INS-N-OUTS	ktinsandouts@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	JAN-PRO Northwest Florida	lynell.brooks@jan-pro.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Jays Clownfish	jaysclownfish@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	LGC Global Inc	fred.feliciano@lgccorp.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	M&Eâ€™s Cleaning Service	mandescleaning@yahoo.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	M. D. Thomas Construction LLC	laura@mdthomasconstruction.com	Escambia County - PD 19-20.092	Re deliver
9/8/2020 9:57	Maid in the city	barbaraknight304@yahoo.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Maid In The Shade	stephtoole@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Major Seas Cleaning and Janitorial Services	majorseasllc@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Martins Maintenance Inc.	swilkins@martinsmaintenance.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:31	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	MVP Cleaning Services	avidwriter2@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:31	New World Cleaning	latashaj6@icloud.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	New World Cleaning LLC	rjbyfaithnotsight@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Northwest Florida Cleaning Solutions	Darrylmathis513@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Oh So Clean Cleaning Services	ohsocleanescambia@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Panhandle Janitorial and Cleaning Services LLC	cleaningthepanhandle@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Performance Property Servicing Inc	bison@aimtoperform.com	Escambia County - PD 19-20.092	Re deliver

Bid Distribution List
133 Registrants representing 101 Firms

Re-Solicit Custodia Services for Varous County Facilities
PD 19-20.092

DateAdded	CompanyName	EmailAddress	Subject	EventType
8/21/2020 10:30	PR CHEMICAL AND PAPER SUPPLY	brianv@pr-supply.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Rainbow International of Pensacola	bret@omegaconstruction.org	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Raven's Intelligence & Security Consulting LLC	risc@risc1.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	RC Tech Inc.	adamonis2007@comcast.net	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	RLF General Contractors LLC	rfurman@rlfgenconllc.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Rowe Roofing	cole@roweroofing.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Sallie B's Spotless Kleene Inc	salliebsspotlesskleene@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	School Wholesale Supplies LLC	jpdas@eii-usa.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Seaside Services OF NWF LLC	seasideservicesofnwf@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Service Management Systems	dlyons@smsclean.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	ServiceMaster Clean Pensacola	josh@servicemaster2823.net	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/31/2020 9:02	Showroom Cleaning Express	Doreen@showroomcleaningexpress.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	SourceAmerica	mhess@sourceamerica.org	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Sparkle Cleaning Solutions LLC	sparklecleaningservices227@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Spotless Logistics	admin@spotlesslogistics.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:31	Spring Clean	darrenfrieson@springcleanllc.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Squeaky Klean Services Inc.	info@squeakykleanservices.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	STALLWORKS LLC	stallworth.b@yahoo.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Star Technology	technologystar1989@yahoo.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Sunbelt Rentals	Brent.McCurry@sunbeltrentals.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:31	Supreme Clean Maintenance Solutions Inc.	teiler@supremecleanservice.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	t.p cleaning janitorial t.p roofing	tphillips7532@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Team Synergy LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Touch by an Angel	touchbyangel20@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Touched by Tracy Painting and Designs LLC	tracysimon40@gmail.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Trash It	info@trashitcleaning.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Tribond	Ljtesvich@tribond.net	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	TRIBOND LLC	lpalmer@tribond.net	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	Turnkey	wysteria.inc@hotmail.com	Escambia County - PD 19-20.092	Re deliver
8/31/2020 9:02	turnkey facility	Fjean@tfm-usa.com	Escambia County - PD 19-20.092	Re deliver
8/21/2020 10:30	UBM ENTERPRISE INC.	jae.song@ubmhq.com	Escambia County - PD 19-20.092	Re deliver

Bid Distribution List
133 Registrants representing 101 Firms

Re-Solicit Custodia Services for Varous County Facilities
PD 19-20.092

DateAdded	CompanyName	EmailAddress	Subject	EventType
8/21/2020 10:30	Wrap It Up Keasha	trucking_lc@yahoo.com	Escambia County - PD 19-20.092 Re	deliver

Bid Analytics RE-Solicit Custodial Services for Various County Facilities

50 Firms Viewed and 47 Firms Downloaded the Solicitation PD 19-20.092

EventDate	CompanyName	Email	EventType	Diversities
9/2/2020 9:13	3H SERVICE SYSTEM INC	cs@e-3h.com	Viewed	Minority
9/1/2020 22:27	3H SERVICE SYSTEM INC	cs@e-3h.com	Downloaded	Minority
8/27/2020 17:41	Advanced Nationwide Security Corporation dba A(	dollyadeilesanmi@yahoo.com	Viewed	Minority;SDVOSB
8/27/2020 17:42	Advanced Nationwide Security Corporation dba A(	dollyadeilesanmi@yahoo.com	Downloaded	Minority;SDVOSB
9/9/2020 13:21	Al	al@empirenola.com	Viewed	None
9/9/2020 13:24	Al	al@empirenola.com	Downloaded	None
8/27/2020 16:44	ALJ Services	ljulien@aljsconsultant.com	Viewed	DBE;EDWOSB;Minority;SBE;WBE;WOSB
8/27/2020 16:49	ALJ Services	ljulien@aljsconsultant.com	Downloaded	DBE;EDWOSB;Minority;SBE;WBE;WOSB
8/31/2020 13:37	All Clean Services	acahalan@allcleansvcs.com	Viewed	None
8/31/2020 13:39	All Clean Services	acahalan@allcleansvcs.com	Downloaded	None
8/28/2020 21:58	American Commercial Cleaning Company	amcomclean@gmail.com	Viewed	None
9/9/2020 13:18	American Facility Services Inc.	anugent@amfacility.com	Viewed	None
9/9/2020 13:19	American Facility Services Inc.	anugent@amfacility.com	Downloaded	None
9/9/2020 13:32	Amer-Plus Janitorial & Maintenance LLC	scetoute@amerplusjmi.com	Viewed	Minority;WOSB
9/9/2020 13:35	Amer-Plus Janitorial & Maintenance LLC	scetoute@amerplusjmi.com	Downloaded	Minority;WOSB
9/10/2020 4:24	Ayâ€™notyal	Cprentalsllc@yahoo.com	Viewed	Minority;SDVOSB;VOSB;WOSB
9/9/2020 13:14	Ayâ€™notyal	Cprentalsllc@yahoo.com	Downloaded	Minority;SDVOSB;VOSB;WOSB
9/1/2020 10:29	Bluebook Network Building & Construction	hpatane@mail.thebluebook.com	Viewed	None
9/1/2020 10:29	Bluebook Network Building & Construction	hpatane@mail.thebluebook.com	Downloaded	None
8/24/2020 15:43	Carahsoft Technology Corporation	sales@carahsoft.com	Viewed	None
8/21/2020 23:28	Collins land services	collinslandservice@cox.net	Viewed	None
8/21/2020 23:28	Collins land services	collinslandservice@cox.net	Downloaded	None
9/9/2020 13:48	Construction Journal	p.exton@constructionjournal.com	Viewed	None
9/9/2020 13:49	Construction Journal	p.exton@constructionjournal.com	Downloaded	None
9/2/2020 16:59	contractors enterprises	ebell4242@gmail.com	Viewed	Minority;Other
9/2/2020 16:59	contractors enterprises	ebell4242@gmail.com	Downloaded	Minority;Other
9/9/2020 13:33	Cyclone National LLC	adel@cyclonenational.com	Viewed	Other
9/9/2020 13:33	Cyclone National LLC	adel@cyclonenational.com	Downloaded	Other
9/1/2020 16:16	Deltek	sourcemanagement@deltek.com	Viewed	None
9/1/2020 16:16	Deltek	sourcemanagement@deltek.com	Downloaded	None
9/3/2020 22:49	DH and Company	daraharsh@gmail.com	Viewed	None
9/2/2020 0:59	DH and Company	daraharsh@gmail.com	Downloaded	None
8/31/2020 10:13	dodge data and analytics	brandi.flanagan@construction.com	Viewed	None
8/31/2020 10:14	dodge data and analytics	brandi.flanagan@construction.com	Downloaded	None
9/14/2020 11:05	Eagle Cleaning Service Inc.	michelle@eaglecleaningservice.com	Viewed	Minority;WOSB

Bid Analytics

RE-Solicit Custodial Services for Various County Facilities

50 Firms Viewed and 47 Firms Downloaded the Solicitation

PD 19-20.092

EventDate	CompanyName	Email	EventType	Diversities
9/14/2020 11:07	Eagle Cleaning Service Inc.	michelle@eaglecleaningservice.com	Downloaded	Minority;WOSB
9/3/2020 17:07	Eboc commercial solution LLC	eboccommercialsolution@gmail.com	Viewed	Minority
9/3/2020 17:07	Eboc commercial solution LLC	eboccommercialsolution@gmail.com	Downloaded	Minority
9/9/2020 13:37	Enmon Enterprises LLC DBA Jani-King of Pensacol	mpinardo@janikinggcr.com	Viewed	None
9/9/2020 13:38	Enmon Enterprises LLC DBA Jani-King of Pensacol	mpinardo@janikinggcr.com	Downloaded	None
8/23/2020 16:24	Everett Andrew D.	andreweverett4@gmail.com	Viewed	Minority
8/23/2020 16:39	Everett Andrew D.	andreweverett4@gmail.com	Downloaded	Minority
9/9/2020 13:35	Executive Cleaning Inc	hal@executivecleaninginc.com	Viewed	None
9/9/2020 13:36	Executive Cleaning Inc	hal@executivecleaninginc.com	Downloaded	None
9/9/2020 13:42	Florida Cleaning Systems Inc.	jarrid.lamb@fcsiservices.com	Viewed	Minority
9/9/2020 13:42	Florida Cleaning Systems Inc.	jarrid.lamb@fcsiservices.com	Downloaded	Minority
9/9/2020 13:14	General Building Maintenance Inc.	ehoeksema@gbmweb.com	Viewed	Minority
9/9/2020 13:14	General Building Maintenance Inc.	ehoeksema@gbmweb.com	Downloaded	Minority
9/9/2020 14:26	GMI Group Inc.	kayla.dang@gmigroupinc.com	Viewed	Minority;WOSB
9/9/2020 14:39	GMI Group Inc.	kayla.dang@gmigroupinc.com	Downloaded	Minority;WOSB
9/9/2020 13:26	GQS Enterprise LLC	cdlomax70@gmail.com	Viewed	Minority;SDVOSB;VOSB
9/9/2020 13:30	GQS Enterprise LLC	cdlomax70@gmail.com	Downloaded	Minority;SDVOSB;VOSB
9/9/2020 14:03	Hill GREENKLEEN LLC	greenkleenllc@yahoo.com	Viewed	Minority;VOSB
9/8/2020 9:58	Hill GREENKLEEN LLC	greenkleenllc@yahoo.com	Downloaded	Minority;VOSB
9/1/2020 7:25	Hot Rods Cleaning Services LLC	cs975116@gmail.com	Viewed	None
9/1/2020 7:27	Hot Rods Cleaning Services LLC	cs975116@gmail.com	Downloaded	None
8/27/2020 9:55	LGC Global Inc	fred.feliciano@lgccorp.com	Viewed	Minority
8/27/2020 10:03	LGC Global Inc	fred.feliciano@lgccorp.com	Downloaded	Minority
9/9/2020 13:12	M&Eâ€™s Cleaning Service	msinger68@yahoo.com	Viewed	EDWOSB
9/9/2020 13:12	M&Eâ€™s Cleaning Service	msinger68@yahoo.com	Downloaded	EDWOSB
9/1/2020 10:16	Major Seas Cleaning and Janitorial Services	majorseasllc@gmail.com	Viewed	EDWOSB;Minority;WOSB
9/1/2020 10:17	Major Seas Cleaning and Janitorial Services	majorseasllc@gmail.com	Downloaded	EDWOSB;Minority;WOSB
8/24/2020 10:51	Matriarch Concrete & Masonry	roxiemclaughlin7@gmail.com	Viewed	Minority;WOSB
8/24/2020 10:51	Matriarch Concrete & Masonry	roxiemclaughlin7@gmail.com	Downloaded	Minority;WOSB
9/9/2020 14:24	New World Cleaning LLC	latashaj6@icloud.com	Viewed	Minority;WOSB
9/9/2020 14:25	New World Cleaning LLC	latashaj6@icloud.com	Downloaded	Minority;WOSB
9/2/2020 0:44	Northwest Florida Cleaning Solutions	Darrylmathis513@gmail.com	Viewed	Minority
9/2/2020 0:45	Northwest Florida Cleaning Solutions	Darrylmathis513@gmail.com	Downloaded	Minority
8/24/2020 18:03	Online Data Services LLC	bids@f2technology.com	Viewed	Minority
8/24/2020 18:04	Online Data Services LLC	bids@f2technology.com	Downloaded	Minority

Bid Analytics RE-Solicit Custodial Services for Various County Facilities

50 Firms Viewed and 47 Firms Downloaded the Solicitation PD 19-20.092

EventDate	CompanyName	Email	EventType	Diversities
9/8/2020 12:53	Panhandle Janitorial and Cleaning Services LLC	cleaningthepanhandle@gmail.com	Viewed	VOSB;WOSB
9/8/2020 12:58	Panhandle Janitorial and Cleaning Services LLC	cleaningthepanhandle@gmail.com	Downloaded	VOSB;WOSB
9/9/2020 13:23	Performance Property Servicing Inc	bison@aimtoperform.com	Viewed	Minority
9/9/2020 13:23	Performance Property Servicing Inc	bison@aimtoperform.com	Downloaded	Minority
8/27/2020 8:41	PETROLEUM TRADERS CORPORATION	gnewton@petroleumtraders.com	Viewed	VOSB
9/9/2020 14:57	PR CHEMICAL AND PAPER SUPPLY	brianv@pr-supply.com	Viewed	None
9/9/2020 14:57	PR CHEMICAL AND PAPER SUPPLY	brianv@pr-supply.com	Downloaded	None
9/1/2020 6:33	Showroom Cleaning Express	Doreen@showroomcleaningexpress.com	Viewed	Minority
9/1/2020 6:35	Showroom Cleaning Express	Doreen@showroomcleaningexpress.com	Downloaded	Minority
9/1/2020 1:09	Something Old Salvage LLC	a.simpson63@yahoo.com	Viewed	Minority;WOSB
9/1/2020 1:09	Something Old Salvage LLC	a.simpson63@yahoo.com	Downloaded	Minority;WOSB
9/9/2020 13:15	Spotless logistics	Ch@spotlesslogistics.com	Viewed	Minority
9/9/2020 13:15	Spotless logistics	Ch@spotlesslogistics.com	Downloaded	Minority
8/31/2020 9:30	STALLWORKS LLC	stallworth.b@yahoo.com	Viewed	Minority;SDVOSB
8/31/2020 9:30	STALLWORKS LLC	stallworth.b@yahoo.com	Downloaded	Minority;SDVOSB
9/22/2020 8:38	Supreme Clean Maintenance Solutions Inc.	teiler@supremecleanservice.com	Viewed	Minority;WOSB
9/22/2020 8:38	Supreme Clean Maintenance Solutions Inc.	teiler@supremecleanservice.com	Downloaded	Minority;WOSB
9/9/2020 14:03	Touch by an Angel	touchbyangel20@gmail.com	Viewed	Minority;WOSB
9/9/2020 14:04	Touch by an Angel	touchbyangel20@gmail.com	Downloaded	Minority;WOSB
8/21/2020 16:27	TShayEnterprise	tshayenterprise@gmail.com	Viewed	None
8/21/2020 16:29	TShayEnterprise	tshayenterprise@gmail.com	Downloaded	None
9/1/2020 10:27	turnkey facility	Fjean@tfm-usa.com	Viewed	None
9/1/2020 10:29	turnkey facility	Fjean@tfm-usa.com	Downloaded	None
9/2/2020 21:01	UBM ENTERPRISE INC.	jae.song@ubmhq.com	Viewed	Minority
9/2/2020 21:01	UBM ENTERPRISE INC.	jae.song@ubmhq.com	Downloaded	Minority
9/2/2020 5:48	Wrap It Up Keasha	trucking_lc@yahoo.com	Viewed	EDWOSB;Minority
9/2/2020 5:50	Wrap It Up Keasha	trucking_lc@yahoo.com	Downloaded	EDWOSB;Minority

AGREEMENT RELATING TO CUSTODIAL SERVICES (P.D. 19-20.092)

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, FL 32502, and 3H Service System, Inc. (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 46-1939343, whose principal address is 1700 Cumberland Point Drive, Suite #16, Marietta, GA 30067.

WITNESSETH:

WHEREAS, on August 21, 2020, the County issued a Request for Proposals (P.D. 19-20.092) seeking contractors to perform custodial services for various Escambia County facilities located within eleven zones; and

WHEREAS, Contractor submitted a proposal demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. After being properly executed by the Parties named herein, this Agreement shall commence on November 1, 2020, and continue for an initial term of thirty-six (36) months expiring on October 31, 2023. Upon mutual agreement, the Agreement may be renewed for two additional twelve (12) month terms up to a maximum of sixty (60) months. The County shall provide written notice of the desire to renew or extend the Agreement at least thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's *Request for Proposals Custodial Services for Various Escambia County Facilities, Specification No. P.D. 19-20.092*, attached hereto and incorporated herein as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail. Additional cleaning services and emergency services may be requested by the County on an as-needed basis.

4. Compensation. In exchange for the Contractor's provision of the scope of services referenced in Section 3 above, County agrees to pay the Contractor as follows and as further specified in the Contractor's proposal, attached hereto and incorporated herein as **Exhibit B**:

Zone 1 in an amount not to exceed $42,960.00 per year;
Zone 2 in an amount not to exceed $294,216.00 per year;
Zone 3 in an amount not to exceed $92,665.53 per year; and
Zone 11 in an amount not to exceed $252,948.00 per year.

In exchange for the provision of any requested additional cleaning services or emergency services referenced in Section 3 above, County agrees to pay Contractor as follows:

Additional Area Cleaning Cost		
Ceramic: Scrub	$0.12	per sq. ft.
Carpet: Shampoo	$0.14	per sq. ft.
Window Cleaning Exterior (Outside of Scope)	$0.10	per sq. ft.
Window Cleaning Interior (Outside of Scope)	$0.08	per sq. ft.
Day Porter	$15.75	Per Hour

Emergency Service Call Cost – Two-Hour Response Time Based on One Hour On-Site	
Century Library	$175.00
Genealogy Library	$100.00
Legion Field	$175.00
Molino Library	$100.00
S.W. Library	$100.00
Tryon Library	$100.00
W. Florida Regional Library	$100.00
Additional Hourly Rate	$15.75

Contractor shall be responsible for providing all supplies, equipment, and labor necessary to perform services pursuant to this Agreement.

5. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Price Adjustments. Contractor may request price adjustments once every twelve (12) months. Requests must be provided to the Director of Facilities Management no later than May 1st and shall take effect on November 1st of the year in which the request was submitted. Any requested price increase shall be accompanied by appropriate documentation of a bona fide cost increase to the Contractor based upon an increase in the consumer price index (CPI) and/or an increase in the minimum wage. Any price decrease effectuated during the term of the Agreement

shall be passed on the County by the Contractor. Any price adjustment shall be accomplished by written amendment to this Agreement and approved by the Board of County Commissioners.

7. Changes in Scope. The County reserves the right to increase or decrease the frequency of services or the number of buildings or square footage within a zone as may be required. The County will provide Contractor with not less than forty-eight hours prior written notice of any such modifications. Rates for new areas shall be based upon the cost per square foot as bid for the same or similar building within the zone. No minimum quantity of work is guaranteed during the term of this Agreement, and only those tasks assigned by the Contract Administrator may be compensated.

8. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory Workers' Compensation and Employers' Liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease; and

(d) Fidelity Bond with $1,000,000 per occurrence coverage limit.

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: 3H Service System, Inc.	To: Escambia County
Attention: John Heo	Attention: County Administrator
1700 Cumberland Point Drive, Suite #16	221 Palafox Place, Suite 420
Marietta, GA 30067	Pensacola, Florida 32502

Rejection or other refusal by the addressee to accept or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state, and local laws, rules, policies, or guidelines related to the performance of this Agreement.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver

this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

20. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-29-2020

CONTRACTOR:
3H SERVICE SYSTEM, INC., a foreign for-profit corporation authorized to conduct business in the State of Florida

By: _____
John Heo, President

Attest:

_____
Corporate Secretary

Date: _____

[SEAL]

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALS

CUSTODIAL SERVICES FOR VARIOUS ESCAMBIA COUNTY FACILITIES
SOLICITATION NUMBER PD 19-20.092

Responses will be received until 2:00 PM, CDT, September 04, 2020

A pre-solicitation conference will NOT be held

ESCAMBIA COUNTY OFFICE OF PURCHASING
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All request for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal Responses will be provided.

Assistance:

Jeffrey Lovingood
Purchasing Coordinator
Phone: 850-595-4953
Email: JDLovingood@myescambia.com

Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by

the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within three percent (3%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent (2%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent (4%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all, or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

Escambia County, Florida
Request for Proposals

Proposer's Checklist
Custodial Services for Various Escambia County Facilities

Solicitation Number PD 19-20.092

HOW TO SUBMIT YOUR PROPOSAL

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- Electronic Copies – The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One (1) original and one (1) electronic copy via CD or flash drive OR uploaded via Vendor Registry.
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the "Insurance Requirements" portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at http://www.sunbiz.org/search.html)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A "NO PROPOSAL":

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter "No Proposal" in the "Reason for no Proposal" block, the firm's name, firm's address, and signature of a person authorized to sign on behalf of the firm.

Custodial Services for Various Escambia County Facilities

PD 19-20.092

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

	Page
Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Entity Crimes	1
Drug-Free Workplace Form	3
Information Sheet for Transactions and Conveyances Corporate Identification	4
General Terms and Conditions	6
Special Terms and Conditions	8
I – General Information	15
II – Information Required from Submitters	17
III – Criteria for Selection	19
IV – Scope of Work	20
Escambia County Ordinance and Resolution	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is:

_____

_____

and, if applicable, its Federal Employer Identification Number (FEIN) is:

_____
(If the entity has no FEIN, provide the Social Security Number of the Individual signing this sworn statement.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity, or with an agency or political subdivision of any other state or of the United State, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United State and involving antitrust, fraud, theft, briber, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a please of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

management of the entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

Please indicate which statement applies:

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Please attach a copy of the Final Order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO (2) OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

SIGNATURE

Sworn to and subscribed before me this ____ day of _____, 20___

Personally known _____ OR produced identification _____ (ID Type: _____)

Notary Public in the State of _____

My Commission Expires: _____

_____

Printed, Typed, or Stamped Commissioned Name of Notary Public

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilt or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good-faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

CHECK ONE:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES
CORPORATE IDENTIFICATION

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is therefore vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Please Circle One

Is this a Florida Corporation? Yes or No

If not a Florida Corporation,

In what state was it created? _____

Business Name as spelled in that state: _____

What kind of corporation is it? "For Profit" or "Not for Profit"

Is the corporation in good standing? Yes or No

Is the corporation authorized to transact business in the State of Florida? Yes or No

If so, please provide the State of Florida Department of State Certificate of Authority Document Number: _____

Does the corporation use a registered fictitious (d/b/a) name? Yes or No

Names of Officers:

President: _____

Corporate Secretary: _____

Vice President: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (as used in Florida)

_____

spelled exactly as it is registered with the state or federal government

Corporate Address:

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip _____

Please provide both the post office box and street address for mail and/or express delivery; also for recorded instruments involving land. **(Please continue and complete page 2)**

INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES
CORPORATE IDENTIFICATION

Federal Identification Number: _____

For all instruments to be recorded, taxpayer's identification is required.

Contact Person for the Company:

Email: _____

Tel.: _____

Fax: _____

Printed Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, the Agreement will be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the firm's Board of Directors on behalf of the company. The awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing.

_____

- END –

Information reviewed by County for responsiveness by: _____

Date: _____

ESCAMBIA COUNTY, FLORIDA
GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information below) by telephoning the Office of Purchasing at (850) 595-4980, or by emailing purchasing@myescambia.com.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer, and Bid Form, in accordance with these General Terms and Conditions constitute an offer from the Offeror. If any or all part of the offer are accepted by Escambia County, Florida, and authorized representative of the County shall affix their signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information: https://myescambia.com/our-services/purchasing then click "Solicitations."

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
- 5.01 Taxes
- 5.02 Discounts
- 5.03 Mistakes
- 5.04 Condition and Packaging
- 5.05 Safety Standards
- 5.06 Invoicing and Payment
- 5.07 Annual Appropriations

6. Additional Terms and Conditions
7. Manufacturer's Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
- 9.01 County Procedure on Acceptance of Gifts
- 9.02 Contractors Required to Disclose Any Gift Giving
- 9.03 Gratuities

10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancelation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – Click Here to access the Department of State, Division of Corporations Certification/Registration Form for Doing Business in Florida.
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. Online Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

INSTRUCTIONS TO OFFERORS

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.092, Custodial Services for Various Escambia County Facilities, Name of Submitting Firm, September 04, 2020 at 2:00 PM CDT.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/disqualification of submittal;

2) Termination of contract; or

3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check, or certified check in the amount of One Thousand Dollars ($1,000.00).

Checks or bonds are to be made payable to Escambia County, Florida. **The amount of the check or bond is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.**

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by the contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the Purchase Order by signing the Solicitation, Offer, and Bid Form and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of their cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. The last day for questions will be September 01, 2020 at 5:00 PM CDT.

4. Proposal Forms

This Solicitation contains a Solicitation, Offer, and Proposal Form which shall be submitted by either (choose one):

- A sealed envelope, with Original (wet) signature in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted. **Firms electing to submit original forms shall also provide a complete copy of the bid response via CD or flash drive.**
- Uploading to Vendor Registry a PDF of the signed Bid Form with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

There will be no pre-solicitation conference.

6. Diversity

Pursuant to Resolution R2018-87, the Escambia County Board of County Commissioners has expressed its support for diversity in the County's procurement process and affirmatively encourages all vendors, contractors, and subcontractors providing goods or services for the County to promote diversity and provide equal opportunities for the participation of local small-, minority-, women-, and service-disabled veteran-owned businesses.

Pursuant to Sec. 46-110, Sec. 46-111, and Sec. 46-112 of the Escambia County Code of Ordinances, Escambia County is committed to providing the maximum opportunity for increased participation of local small-, minority-, women-owned business enterprises in the procurement of goods and services by the County. Qualifying businesses who wish to participate in this program may apply for certification as a small, minority, and/or woman-owned business by contacting the Office of Purchasing.

Please note: Sec. 46-110, Local Preference in Bidding, Sec. 46-111, Small Business Enterprise Program, Sec. 46-112, Participation of Minority and Women Business Enterprises, and Resolution R2018-87 are attached to this document. Compliance with

7. Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

   1. The potential for fire, explosion, corrosiveness, and reactivity;

   2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

   3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

8. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state, and local safety codes.

9. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

10. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. Protection of Property/Security

A. The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

B. All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

C. The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

D. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

E. The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

F. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

G. The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evening and weekends.

H. The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

12. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

13. Contract Term/Renewal/Termination

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for up to two (2) additional twelve (12) month periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

14. Option to Extend the Term of the Contract

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed five (5) years.

15. Pricing

All services sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

16. Changes – Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas.

A. Description of services to be performed

B. Time of performance (i.e., hours of the day, days of the week, etc.)

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

17. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

18. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

19. Award

Award shall be made on an "all-or-none total by zone".

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

A. In an effort to encourage small businesses that may not have the infrastructure to service a client as large as the County, the Board of County Commissioners has asked that all of the County facilities be put into smaller Zones that small businesses can service.

B. With this in mind, vendors are encouraged to bid on each Zone, however, the vendor's bid for a Zone should reflect that the bid is a stand-alone price for that Zone.

1) The vendor may or may not be awarded any Zones.

2) The vendor may or may not be awarded multiple Zones.

C. Any firm that bids on a Zone and refuses to accept award or refuses to enter into an agreement with the County for any reason shall have the firm's Bid Surety retained by the County and not returned to the vendor.

20. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period, or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

21. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is

finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

Non-Contract Insurance Requirements

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred", however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract, or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall

be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract, or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage – Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract, or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract, or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   213 Palafox Place 2nd Floor
   Pensacola, FL 32591
   Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Fidelity/Dishonesty/Liability Coverage – for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety, and Insurance)

Part I	General Information:
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors:
2-1	Proposal Format and Content
2-2	Introduction
2-3	Understanding the Project
2-4	Methodology Used for the Project
2-5	Management Plan for the Project
2-6	Experience and Qualifications
2-7	Cost Proposal

Part III	Criteria for Selection:
3-1	Evaluation Matrix
3-2	Evaluation Criteria
3-3	Evaluation Method
3-4	Non-Responsive Proposals
3-5	Notification
Part IV	Scope of Work:
4-1	Summary
4-2	Custodial Cleaning Specifications
4-3	Custodial Schedules
4-4	Special Instructions for Buildings
4-5	Additional Provisions
4-6	Contractor Requirements
4-7	Cost Increases
4-8	Additions/Deletions
4-9	Complaints
4-10	Supplies, Chemicals, and Equipment
4-11	Safety Requirements
4-12	Inspection Criteria

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to provide Custodial Services in County-owned and maintained facilities as noted in Exhibit "A". The primary objective of this RFP is the selection of the most qualified and experienced Contractor(s) to provide these Custodial Services in a manner that is most advantageous to the County.

1-2 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Donald Knight, Custodial Manager, Facilities Management Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-3 CONTRACT CONSIDERATION

It is expected that the contract shall be a multi-award, term agreement, and shall officially begin on October 1, 2020.

1-4 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-5 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Coordinator, in writing via email at JDLovingood@myescambia.com.

1-6 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-7 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing (Advertisement) Date……..….August 21, 2020

B. Last Date for Questions…….September 01, 2020 at 5:00 PM CDT

C. Receipt of Proposals.....September 04, 2020 at 2:00 PM CDT

D. Ranking Meeting.....September 09, 2020

E. Target Board Date…..……....September 17, 2020

F. Projected Start Date……..…….October 01, 2020

1-8 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in their proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-9 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-10 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-11 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

All Proposers shall provide a straightforward and concise description of their ability to meet the RFP requirements.

All RFP documents (excluding the Excel Spreadsheet) shall be contained in a single PDF- or Microsoft Word-type document. The Excel Spreadsheet will also be returned complete as a single document.

There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. All proposals submitted in a sealed envelope shall be in spiral binding or "GBC" type binder with all pages 8.5" x 11" format. The County discourages overly lengthy or costly proposals.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP. It is understood by the County that staff may need to be hired to accomplish the tasks required. Firms shall provide an organizational chart and narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed.

[a] Title,

[b] Résumé,

[c] Location(s) where work will be performed,

[d] Itemize the total cost and the number of estimated hours for everyone named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those staff or subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract. A substitution of staff or subconsultants, the addition of any subconsultants, or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Provide reference names and phone numbers for similar projects your firm has completed.

It is understood that firms will likely need to hire new staff to perform the duties outlined in this solicitation. For any employees that will need to be hired as a result of this award, please include a job description for the role(s) that will be filled, as well as your companies policies and procedures related to hiring and training.

2-7 COST PROPOSAL

Please see the attached Excel spreadsheet for Proposal pricing information. The Excel spreadsheet provides firms with a list, by zone, of each building/facility to be serviced.

A. Firms shall provide pricing based on the annual cost for servicing each building within a zone, based on a three (3) year agreement with up to two (2) one-year renewals.

B. Proposers are asked to offer complete pricing for each of the eleven (11) zones the firm is willing to service for the mutually agreed upon term noted in **2-7, A.**, above. Proposers are not required to offer pricing for any zone they do not wish to service.

C. **At the discretion of the Selection Committee, firms <u>may</u> be recommended for award by the Board of County Commissioners for zero, one, or multiple zones.** It is therefore imperative that pricing for each zone shall be "stand-alone" pricing representing the true cost to the County of that specific zone. The prices offered for each zone by the Proposer shall not be based on the firm being awarded any other zone. The pricing listed for any zone shall be considered a stand-alone price and the recommended award for such zone shall have no bearing on the recommendation to award any other zone.

D. **The Selection Committee reserves the right to limit the number of zones for which a firm will be recommended for award.**

E. Proposals that do not provide pricing for each building <u>within a zone</u> will result in the zone being considered non-responsive. If the overall proposal is responsive other zones bid will be considered, however, the County cannot select Vendors to service a zone based on incomplete information.

F. Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies,

overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

G. In addition to the pricing for each zone, firms are asked to complete the Excel spreadsheet relating to Additional Area Cleaning Cost and Emergency Service Call. These are requested rates for any services outside the standard Scope of Work and shall be completed in full. Incomplete information for Additional Area Cleaning Cost and Emergency Service Call may result in a Proposer's complete bid being deemed non-responsive.

2-8 The Board has requested that each firm provide their status relating to being a minority-, woman-, and/or veteran-owned business. If a firm is using sub-contractors, the Bidder must provide the business status of the sub-contractor.

Additionally, the Board has requested that Bidders provide a breakout of the firm's employees by minority status, as well as the status of employees of any sub-contractor that will be performing the work.

The following are the designations requested:

1. **WOSBE** – Woman-Owned Small Business Enterprise
2. **VOSB** – Veteran-Owned Small Business
3. **SDVSOB** – Service-Disabled Veteran-Owned Business
4. **EDWSOB** – Economically Disadvantaged Woman-Owned Small Business
5. **DBE Certified** – Disadvantaged Business Enterprise
6. **SBA 8(A) Certified** – Small Business Administration program for small businesses owned by socially and economically disadvantaged people or entities.
7. **HUBZone Certified** – Historically Underutilized Business Zone, a federal program to encourage small businesses to locate in and hire employees from economically disadvantaged areas.
8. **Minorities**:
    A. African American
    B. Hispanic
    C. Asian
    D. Native American
    E. Pacific Islander

Please note that a copy of the Escambia County Code of Ordinance related to Small Business Enterprise (Sec. 46-111) and Participation of Minority and Women Business Enterprises (Sec. 46-112) has been included in this document.

PART III CRITERIA FOR SELECTION

3-1 EVALUATION MATRIX

To ensure that all RFP's are fairly evaluated, scored, and ranked, it is particularly important that the RFP's are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of the vendor's proposal.

All proposals will be evaluated on the following scale:

		Maximum Point Value
1.	Scope of Services	10
2.	Adequacy of Staffing and Supervision	20
3.	Related Experience	20
4.	Safety Program and Training of Personnel	10
5.	Distance to Sites	20
6.	Proposed Fee Schedule	20
	Total Points Possible:	**100**

3-2 EVALUTATION CRITERIA

The recommendation to award any contract(s) will be based on each firm's responses to the following criteria as addressed in the RFP. References to "Project" in the evaluation criteria are related to potential projects within the services described in this RFP. Please separate the RFP responses into the following categories:

1. Scope of Services

A. Describe your firm's depth of understanding of the work.

B. Clarify your firm's capacity to successfully provide the services required. Additionally, firms shall include their plan for scaling up trained staff in preparation for an October 1, 2020 start date.

C. Include quality assurance procedures to be utilized.

D. Indicate the firm's willingness to work with County staff in the creation and implementation of site-specific work-orders and task plans.

2. Adequacy of Staffing and Supervision

A. Describe the typical organizational structure to be used to staff County facilities and the responsibilities of each staff member.

B. Provide a brief résumé of proposed Site Supervisor(s) and other key positions. No more than one page dedicated to each individual.

C. Provide an organization chart for each Zone and indicate which positions are full- and part-time. Include an organizational chart showing corporate support, if applicable.

D. Provide staff qualifications including job descriptions which indicate minimum qualifications required.

E. The County recognizes that in order to recruit and retain quality personnel, the Proposer may offer a package of benefits including life insurance,

health insurance, and paid leave, among other potential benefits. Please indicate the benefits offered/provided to employees and if the company or employee pays the expense.

F. Indicate the Proposer's plan to minimize turnover and assure the highest rates of retention. Provide a five (5) year history of turnover for all previous contracts.

3. Related Experience

A. List all clients currently under contract.

B. Include information on previous and current experience with commercial contracts of similar size and/or dollar value.

C. Include reference letters from the client on each of the three (3) most closely related agencies or businesses. References are to be specific to the Proposer. The references shall include the company name, address, contact email address and phone number. References shall not include any County employees or members of the Escambia County Board of County Commissioners.

D. Include approximate square footage and cost of contract(s).

E. Provide a summary of any litigation, claim, or contract dispute(s) which have been finalized and/or decided by a Court of Law, which were filed by or against the Proposer in the past five (5) years. Include a summary of the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved.

4. Safety Program and Training of Personnel

Provide a copy of the Proposer's Training Plan to include but not be limited to the following:

A. Management's Safety Policy Statement.

B. Hazard Assessment and Safety Planning processes.

C. Staff training plans for Occupational Safety and Health (OSHA).

D. Plans for the handling and clean-up of blood-borne pathogens.

E. Driver safety training, including golf cart operations.

F. Staff orientation program.

G. On-going training and experience requirements.

H. Data to support the existence and quality of the programs the Proposer brings to the operation with respect to providing a safe and secure workplace.

5. Distance to Sites

Indicate the primary location of the Proposer's office that will have direct responsibility for this contract. If the distance from the project exceeds sixty (60) miles, describe how the project would be effectively managed or what limitations in services, if any, the County might expect as a result of the distance.

6. Proposed Fee Schedule

A. Provide the pricing schedule on the Price Proposal Form (Excel).

B. The proposed rates shall remain firm for the first year of the contract term and shall include all charges incurred in fulfilling the terms of the contract.

C. Each year, on or before January 31, the awarded vendor may request a rate increase.

1) An increase in contract rates will require prior written approval by the County and shall take effect at the next fiscal year or renewal period, if any remain, and if the Board awards the new rate.

2) All increases related to changes in wage law(s) or other applicable laws shall not be retroactive and can only be granted for the upcoming year of service. When wages are affected by changes to the wage law(s), only the specific positions affected by the wage law(s) will be reviewed to determine the increase.

3) Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

3-3 EVALUATION METHOD

The County will appoint a Selection Committee to evaluate proposals and will evaluate and rank all responsive proposals to determine which proposal(s) best meet the needs of the County based on the evaluation criteria. A firm(s) shall then be recommended for award by the Escambia County Board of County Commissioners.

The County may elect to choose to award zero, one, or multiple zones, and may adjust which buildings are within each zone.

The County shall be the sole judge of its own best interests, the proposals, and the approval of any resulting contract. The County's decisions shall be final.

3-4 NON-RESPONSIVE PROPOSALS

Non-responsive proposals will be rejected by the Purchasing Department and may not be distributed to the Selection Committee for consideration. Additionally, the Selection Committee may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include but are not limited to the following:

1. Failure to sign the proposal and failure to have the proposal signed by someone with authority at the firm to sign a binding agreement.
2. Failure to acknowledge addenda (unless all changes are not material to the Scope).
3. Failure to provide required submittals/documentation.
4. Submission of a late proposal.
5. Firm does not meet minimum requirements.

3-5 NOTIFICATION

Upon completion of the evaluation of all written proposals, the Selection Committee will meet on September 09, 2020. At this time, the Selection Committee shall rank then recommend firms for zero, one, or multiple zones.

The Ranking meeting is a public meeting; however, it is not a public-participation meeting. Firms can join by coming to the Office of Purchasing for the Ranking meeting or by attending a videoconference, the link for which will be provided to all responsive proposers.

PART IV SCOPE OF WORK

4-1 SUMMARY

The Contractor shall provide all labor, supplies, and equipment needed to perform required services. The Scope is defined as cleaning and maintaining all interior areas and exterior entrances for the building under contract unless otherwise specified in writing by Facilities Management.

DEFINED TASK: The following tasks defined as general cleaning shall be deemed the "Scope of Work" for the purposes of this solicitation.

4-2 CUSTODIAL CLEANING SPECIFICATIONS

A. Floor Maintenance

Floors shall be cleaned in accordance with the following standards to maintain a safe, sanitary condition, present a pleasing appearance, and provide protection from damage.

1. **Damp Mopping:** A damp-mopped floor shall have an evenly cleaned surface that is free of dirt, dust, hair, mop marks, smears, film, dirt residue, streaks, debris, and standing water. All mop marks on baseboards, doors, and furniture shall be removed. Floors that cannot be cleaned satisfactorily by damp mopping shall be scrubbed.
2. **Scrubbing:** A scrubbed floor shall have an evenly cleaned surface that is free of dirt, dust black marks, and other foreign matter to the floor surface. Wax that has been removed during the scrubbing operation shall be reapplied.
3. **Buffing:** A buffed floor will be done in such a manner that the finish will be evenly distributed on the floor surface. The floor surface shall present an even, clean, and uniform sheen, with no brush marks left upon completion of work. Floors shall be dust mopped, damp mopped, and have black marks removed prior to buffing operation.
4. **Spray Buffing:** A spray-buffed floor shall have received spray applications of wax and sufficient buffing to provide a high gloss finish that blends in with the surrounding floor finish. The floor surface shall be cleaned to remove all dust, dirt, and black marks prior to the buffing operation.
5. **Stripping of Waxed/Sealed Surfaces:** A properly stripped floor shall have all wax/sealer removed down to the flooring material. The floor shall be left free of all dirt and stains.
6. **Waxing:** A properly waxed floor shall have an even coating of slip-resistant wax. The floor shall be clean and bright, including corners and under furniture. Wax shall be buffed to a uniform sheen, leaving no brush marks. If self-polishing wax is used, buffing is not required.
7. **Sealing:** A properly sealed floor shall have an even coating of slip-resistant sealer. The floor shall be clean and bright, including corners and under furniture.
8. **Polishing:** A properly polished floor area shall be free of small objects such as paper clips, staples, etc. This shall include removal of trash and debris of building interior and exterior doorways.

9. **Vacuuming:** A properly vacuumed floor, carpet, elevator, and stairway shall be free of all dust, dirt, cobwebs, grit, and lint. This includes debris in corners, behind doors, and under furniture (except permanently positioned items, such as built-in, safes or file cabinets). Removal of chewing gum or other foreign matter is considered part of vacuuming process.

10. **Detailing:** Properly detailed carpeting shall be vacuumed with edging tools around edge of carpet, desk legs and other areas inaccessible to equipment. This process shall be done at the time of each vacuuming or cleaning.

11. **Steam Cleaning:** Properly steamed carpet shall be free of dirt, streaks, stains, and spots.

12. **Spot Cleaning:** All floor and carpet areas spot cleaned shall be free of all stains, deposits, and cleaning marks.

13. **Rug and Carpet Care:** A properly cared for carpet shall be free of dirt, streaks, stains, spots and have a bright uniform color.

14. **Interior Concrete, Brick, and Ceramic Tile Floor Care:** Properly cared for concrete, brick and ceramic tile floors shall be free of streaks, stains, black marks, spots, gum, and other foreign matter to floor surfaces and shall have a bright, uniform color and appearance. Waxing of concrete and ceramic tile floors is prohibited.

15. **Baseboard Care:** All baseboards shall be kept clean and free of dust, dirt, splash marks and other matter foreign to the surface. Baseboards should be free of wax buildup at VCT floors.

B. Building Surfaces Maintenance

Building surfaces shall include doors, elevators, interiors, shelves, walls, trim, woodwork, handrails, stair rails, banisters, baseboard, frames, windowsills, ledges, and other horizontal surfaces.

1. **Vacuuming/Dusting** – A properly vacuumed/dusted surface is free of all dust, dirt, streaks, lint, and cobwebs.

2. **Washing** – Properly washed doors, walls, trim, woodwork, shelves, baseboards, handrails/stair rails, including their component parts, shall be clean and free from all dirt, dust, film streaks, smudges, lint, cobwebs, and debris.

3. **Damp Wiping** – Surfaces properly damp wiped shall be free of dirt, dust, marks, film, streaks, smudges, lint, cobwebs, and other debris.

4. **Horizontal Surfaces(s) Care** – Properly cared for horizontal surfaces shall be free of all dust, dirt, streaks, lint, and cobwebs.

5. **Metal Cleaning and Polishing** – Properly cleaned and polished metal surface(s) shall be clean and bright without deposits or tarnish. Metal cleaner shall be promptly removed from adjacent surfaces.

6. **Spot Cleaning** – Surfaces adequately spot cleaned shall be free of all stains, deposits and substantially free of cleaning marks.

7. **Glass and Mirror Cleaning** – Glass and mirrors accessible surfaces cleaned shall be without streaks, film, smudges, deposits and stains with a

uniformly bright appearance and adjacent surfaces wiped clean. Glass surfaces shall include, besides windows and mirrors, all display cases, and cabinets, building directory board enclosures, picture frame enclosures and glass panels within or adjacent to interior and exterior doors.

C. Windows Maintenance

1. **Window Washing and Brushing of Screens** – Properly washed window/door pane and frame shall be free of dirt, film, smudges, streaks, and other debris both inside and out. Screens, sunshade screens and screen frame shall be free of dust, dirt, cobwebs, lint, and other debris. Brushing shall be accomplished outside of building at location that does not conflict with other activities or cause damage to screens. Screens that are removed shall be replaced in their original positions.

2. **Vertical/Mini-Blinds** – Properly cleaned blinds(s) shall be free of all dirt, dust, smudges, film, streaks, lint, and cobwebs.

3. **Drapery Care** – Draperies shall be vacuumed in place. Extreme care shall be taken to protect draperies during the vacuuming process.

4. **Windows** – Both interior (all floors) and exterior (1st Floor) windows should be cleaned minimum twice (2) per year starting before each term (March and October), or as needed as determine by the County representative.

D. Furnishings Maintenance

1. **Furniture Care** – Properly cared for furniture, wall hangings, and office equipment shall be free of surface dirt, dust, streaks, spots, smudges, oily film, lint, and cobwebs. Furniture shall include desks, tables, chairs, bookcases, file cabinets, etc. Wood furniture shall be polished with the appropriate wood or laminate polish that will restore the original shine.

2. **Breakrooms, Kitchens, Lunch and Snack Area Tables, Chairs and Other Surfaces** – Wash and disinfect top and sides of tables, chairs, and other surfaces. Tables shall be clean and free of dirt, dust, smudges, deposits, and debris, including chairs, cabinet tops, sinks, and other surfaces.

3. **Drinking Fountains** – All drinking fountains, porcelain, and polished metal surfaces, including the orifices and drains shall be disinfected. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other soil. This requirement includes all drinking fountains within the facilities and considered a part of the building unit to which they are located in or nearest to and identified as a part of the facility.

4. **Light Fixtures** – Interior and exterior - Properly cleaned fluorescent fixtures shall be free of stains, dust, bugs, dirt deposits and cleaning marks. Other light fixtures that have a globe and shade or plastic type panel shall be free of all stains, bugs, dust, dirt deposits and cleaning marks.

5. **Ashtray and Urns** – Properly cleaned ashtrays shall be free of all ashes, deposits, stains, and debris. Urns shall be free of all cigarette butts and debris DAILY.

6. **Walk-Off Mats** – All walk-off mats shall be dry and free of dirt, lint, streaks, stains, and spots.

7. **Trash Containers** – Properly cared for trash receptacles(s) shall be emptied, cleaned, and left dry, free of sludge, deposits, dirt, streaks, and odors both inside and out. Trash receptacle refers to all receptacles used for the collection of wastepaper and debris, including swing top containers, wastebaskets, and similar containers. All trash receptacles shall have a new plastic trash can liner installed each time after the trash is removed and the receptacle has been cleaned.

8. **Partitions** – Properly cleaned partitions(s) shall be free of dirt, lint, deposits, streaks, and smudges.

9. **Cleaning of Upholstery** – Upholstered furniture properly and satisfactorily shampooed shall be free of dirt, streaks, stains, and spots.

E. Bath/Toilet Rooms, Gym Shower Rooms, and Utility Spaces

1. Properly cared for bath/toilet rooms, locker rooms and utility spaces shall have their flat surfaces dusted, and trash removed.

2. Wash basins, utility sinks, toilet bowls and seats, urinals, plumbing fixtures, air vents, mirrors and dispensers shall be cleaned and disinfected each time a cleaning service is provided.

3. Toilets and urinals shall be free from streaks, stains, scale, scum, urine deposits, rust stains, and odors. Wash basins and utility sinks shall be free from streaks, stains, scale, scum, rust stains, soap deposits and odor.

4. Wainscots, baseboards, stall partitions, doors and walls shall be free of all stains and spots.

5. Floors shall be swept, mopped, and disinfected during each service. Floor and wall areas within the immediate proximity of urinals and toilets bowls shall be cleaned and disinfected and kept odor free.

6. Bath enclosures, shower walls, including shower curtains and shower floors, shall be cleaned, and disinfected to remove all spots, streaks, and soap deposits each time a service is provided.

7. Plumbing pipes, fixtures, faucets, and metalwork shall be clean and bright, and free of dirt, dust, and deposits.

8. All dispensers (paper towels, toilet paper, toilet seat sleeves, hand soap, sanitizer, and sanitary napkin/tampon) shall be filled as required.

9. All floor drains shall be disinfected on a weekly basis.

F. Removal of Trash and Recycle Containers

1. To include the removal and disposal of trash from trash receptacles and recycling containers, as well as trash in boxes, bags or other items marked “trash” and placed next to trash containers or in hallways.

2. Also includes picking up trash from all exterior trash containers and removing cigarette butts from urns and maintaining clean urns with fresh sand.

3. The Contractor will comply with any current or future recycling program(s) established by the state, the county, the municipality.

4. The County will provide trash and recycling dumpsters in various locations on each location.

G. Entranceway Service and Sidewalks

1. Doors, door frames, door glass, door handles and plates shall be cleaned/or polished to present a clean appearance free from tarnish, streaks, stains, and hand marks.

2. All covered breezeways shall be treated as an exterior building surface and shall be cleaned in accordance.

H. Computer and Office Areas

1. Rooms, areas, and spaces containing electronic data processing equipment shall be vacuumed, damp wiped, damp mopped and/or surfaces washed as scheduled. No sweeping shall be allowed in these equipment rooms and associated spaces; dusting with cloths shall not be permitted. Cleaning of raised floors and concrete decks in these rooms shall be performed in such a manner that no liquids will seep through or penetrate the sub-floor cabling and ductwork.

2. The Contractor shall not move nor jar PC's, printers or any other piece of equipment used for data processing. Contractor shall exercise extreme caution when using water buckets in data processing areas, mounting them in dollies to prevent spillage. Contractor shall, without delay, report any spillage or other errors in the cleaning operation to the Escambia County representative.

3. The Contractor shall prohibit their employees from disturbing papers or any items on desks, opening desks or file drawers, using telephone or office equipment, or otherwise disturbing the day-to-day operations of the County.

I. Elevator Service

As part of the scheduled cleaning of floors and surfaces, the Contractor shall clean all interior surfaces and external doors of passenger and service elevators to maintain a clean appearance. Metal surfaces shall be properly cleaned and polished without fingerprints, deposits, or tarnish. This includes all elevator tracks.

J. Dusting

1. **Low Dusting** – After low dusting all dust, lint, litter and dry soil shall be removed from the horizontal surfaces of file cabinets and other types of office furniture and equipment, and from horizontal ledges, windowsills, handrails to a line 7' above floor level.

2. **High Dusting** – After high dusting all dust, lint, litter and dry soil shall be removed from all surfaces 7' above the top of the floor surface. Blinds, where installed, are included in high dusting, whether above or below the 7'.

3. **Other** – Clean off all spider webs on interior/exterior building surfaces and all stairwells.

K. Office/Conference Areas (Each Occurrence):

1. **Trash Receptacles** – Empty trash in designated areas, replace liners in the receptacle.
2. Sanitize telephone and telephone handsets.
3. Remove trash from behind doors and entrance ways.
4. Vacuum all carpeted areas.
5. Spot clean carpet (as spots appear).
6. Clean and dust all room furniture and fixtures.
7. Wash interior windows (as needed).
8. Dust all spaces (Do not move or rearrange papers on office desks or work surfaces).
9. Wipe and clean air diffusers, returns, and grilles associated with the building's heating, ventilating, and air conditioning systems.
10. Wipe and clean ceiling light-fixture covers (as needed).
11. Recycle Receptacles – Empty recyclables to designated areas.

L. Resilient Floor Area (Each Occurrence):

1. Sweep floors.
2. Dust mop marble, hardwood, and ceramic floors with dust treatment.
3. Damp mop vinyl tile or resilient floors with germicidal floor cleaner.
4. Spray buff vinyl tile or resilient flooring, as needed to maintain a high luster with no scuff marks.
5. Wall Baseboards – Clean and keep free of dust and wax build up.

M. Gymnasium Floor Area (Each Occurrence):

1. Dust mop flooring with appropriate dust treatment.
2. Damp mop flooring with appropriate cleaner.
3. Wall Baseboards – Clean and keep free of dust and dirt build up.

N. Carpet Floor Areas (Each Occurrence):

1. Vacuum <u>all</u> carpeted areas.
2. Spot clean carpet (as spots appear).
3. Wall Baseboards – Clean and keep free of dust build up.

O. Entrance and Common Areas (Each Occurrence):

1. Vacuum carpets and carpet runners.
2. Remove trash and replace trash receptacle liners.
3. Clean and sanitize all water fountains.
4. Clean restrooms (As per restroom cleaning requirements).

5. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.

6. Empty and wipe clean trash and cigarette butt receptacles at exterior entrances.

7. Wash exterior windows, store fronts, and doors at building entrances (inside and out).

8. Clean, sweep, and wash down exterior entrances up to 25 feet from doors.

P. Janitorial Storage Closets (Each Occurrence):

1. Mops rinsed clean after use and hung properly to air dry.

2. Room cleaned and equipment neatly stored.

3. Trash and combustible materials removed.

4. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.

5. Properly store all cleaning solvents and agents.

6. Ensure janitorial sink faucets and fill hoses are properly secured.

Q. Break Room and Kitchen Areas (Each Occurrence):

1. Empty trash receptacles and replace liners.

2. Clean counter tops, sinks, tables, and chairs with germicidal cleaner.

3. Wipe down countertop appliances (coffee machines, microwave ovens, etc.) with the manufacturer's approved cleaning product.

4. Wipe down refrigerator, stove, and dishwasher's exteriors with the manufacturer's approved cleaning product.

5. Recycling Receptacles – Empty all recyclables and deliver to designated dumpster/receptacle location.

6. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.

7. Scrub and maintain a brilliant shine on all stainless steel and chrome (sinks and plumbing fixtures).

R. Restrooms (Each Occurrence):

1. Empty trash receptacle and replace liner.

2. Clean and sanitize sinks/lavatories.

3. Clean and disinfect toilets/commodes.

4. Clean and disinfect urinals. Waterless urinals are to be cleaned in accordance with the manufacturer's recommended procedures.

5. Clean mirrors.

6. Spot clean walls and toilet partitions.

7. Dust tops of the partitions and other collectors.

8. Sweep and damp mop floors with germicidal cleaner.

9. Clean and sanitize infant changing stations.
10. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
11. Refill and maintain adequate levels of soap, paper towels, toilet paper, and toilet seat dispenser covers.
12. Clean and polish all chrome and bright work.
13. Sanitize floor drains.

S. Shower/Dressing Areas (Each Occurrence):

1. Empty trash receptacle and replace liner.
2. Clean and sanitize shower walls, floors, and curtains.
3. Dust tops of the partitions and other collectors.
4. Sweep and damp mop dressing area floors with germicidal cleaner.
5. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
6. Refill and maintain adequate levels of soap and paper towels.
7. Clean and polish all chrome and bright work.
8. Sanitize floor drains.
9. Clean mirrors.

T. Parking Garage (As required):

1. Trash Receptacles at each elevator landing– Empty trash in designated areas, sanitize and replace liner in the receptacle.
2. Sanitize elevator controls at each landing and inside of cab.
3. Remove trash from behind doors in stairwells.
4. Sweep stairwells from ground to roof level.
5. Spot mop stairwells (as spots appear).
6. Clean and polish interior of elevator cab.
7. Sweep and wash vinyl flooring inside of elevator cab.

U. Miscellaneous Duties (Each Occurrence):

1. Clean and sanitize water fountains. Scrub and maintain a brilliant shine on all stainless steel and chrome.
2. Sanitize and disinfect desk top telephones and telephone handsets.
3. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
4. Recycle Receptacles – Empty Recyclables to designated areas.

V. Miscellaneous Duties (As Required):

1. Polish all wood furniture, i.e. chairs, tables, desks, cabinets, etc.

2. Clean and sanitize wall light switch plates.
3. Remove fingerprints and pen marks from walls, doors, partitions, etc.
4. Dust all picture frames.
5. Clean windowsills, and wipe down both the fire extinguishers and the emergency lights.
6. Check for and remove cobwebs.
7. Clean air diffusers, returns, and all grilles (wall/ceiling).
8. Area carpet shampooing is at the Owners discretion, and only when requested by Facilities Management. Custodial Vendor may submit a request to the County Representative if they determine an area needs shampooing for approval. No building occupant has the authority to request these services.
9. Stripping and waxing of floors are at the Owners discretion, and only when requested by Facilities Management. Custodial Vendor may submit a request to the County Representative if they determine an area needs stripping and waxing for approval. No building occupant has the authority to request these services.
10. A minimum of four coats of high-quality wax is to be applied in order to maintain a high luster and shine.

4-3 CUSTODIAL SCHEDULES

A. Offices

1.	Dust all horizontal surfaces	Daily
2.	Wash whiteboards/chalkboards, clean erasers & empty pencil sharpeners	Daily
3.	Clean desks and desk tablets	Daily
4.	Empty all trash containers	Daily
5.	Straighten desks and furniture	Daily
6.	Vacuum walk off mats	Daily
7.	Clean/sanitize water fountains	Daily
8.	Dry mop/spot mop all hard surface floors & vacuum/spot clean all carpeted floors	Daily
9.	Clean entrance glass	Daily
10.	Empty recycling containers/trays	Daily
11.	Wet mop hard surface floors entirely	Daily
12.	Spot clean walls/switch plates/doors	Weekly
13.	Clean windows/frames/ledges	Weekly
14.	Dust wall/ceiling air vents/ventilator covers	Weekly
15.	Empty all trash containers	Daily

	16.	Clean desks (do not disturb papers or items on desks)	Daily
	17.	Clean and sanitize telephones	Daily
	18.	Dry mop/spot mop all hard surface floors	Daily
	19.	Vacuum/spot clean all carpeted floors	Daily
	20.	Wet mop hard surface floors entirely	Daily
	21.	Empty recycling containers/tray	As Needed or Weekly
	22.	Clean windows/frames/ledges	Weekly
B.	**Common Areas including Breakrooms**		
	1.	Clean/sanitize water fountains	Daily
	2.	Clean entrance glass	Daily
	3.	Vacuum walk off mats	Daily
C.	**Building Areas**		
	1.	Empty outside trash receptacles	Daily
	2.	Sweep common areas/clean tables	Daily
	3.	Sweep stairwells/landings	Daily
	4.	Clean/sanitize water fountains	Daily
	5.	Clean entrance glass	Daily
	6.	Clean all handrails	Weekly
	7.	Clean/dust ledges, recesses, lights, etc.	Weekly
D.	**Restrooms/Gym Shower Rooms**		
	1.	Clean all dispensers	Daily
	2.	Clean all mirrors and glass	Daily
	3.	Clean and sanitize all fixtures	Daily
	4.	Clean and sanitize walls/partitions	Daily
	5.	Dust all horizontal surfaces/lockers	Daily
	6.	Empty waste and sanitary receptacles	Daily
	7.	Fill all dispensers	Daily
	8.	Flush with water and sanitize all floor drains	Daily
	9.	Mop restrooms/shower floors with germicidal	Daily
	10.	Replace poly liners	Daily
	11.	Sanitize doorknobs	Daily
	12.	Sanitize waste/sanitary receptacles	Daily
	13.	Scrub/clean shower walls with germicidal	Daily
	14.	Sweep/mop tile floors with germicidal	Daily
	15.	Wash face of lockers	Weekly

E. Miscellaneous and Project Work

1.	Extract carpet cleaning in high traffic/high soil areas	As Needed
2.	Spray buff hard surface floors	Quarterly
3.	Strip/seal/refinish hard surface floors	Quarterly
4.	Shampoo carpet/extract carpet cleaning	Quarterly
5.	Clean upholstered furniture	Semi -Annually
6.	Wash/clean all building interior light fixtures	Semi -Annually
7.	Spot clean carpeting for stain removal	As Needed
8.	Window cleaning services	Minimum 2 X year

4-4 SPECIAL INSTRUCTIONS FOR BUILDINGS

These buildings require special cleaning instructions, times, or other requirements:

A. Building #4, Big Lagoon Sheriff Sub Station:

1. Requires background check through the Escambia County Sheriff's Department
2. Must be cleaned during normal business hours

B. Building #27, Solid Waste – Operations Garage:

1. Clean microwave each day
2. Buff floors once per week

C. Building #28, Solid Waste – Scale House:

Clean microwave each day

D. Building #45, Escambia County Visitation:

1. Requires background check through the Escambia County Sheriff's Department.
2. Sheriff Training Area only: offices to be cleaned during normal business hours; hallways, stairs and elevators shall be cleaned after hours.

E. Building #79, M.C. Blanchard Judicial Building:

NOTE: NO ONE IS ALLWED IN THE BACK SECURED HALLWAYS IF COURT IS IN SESSION.

1. Requires background check through the Escambia County Court Administration.
2. Post-work cleaning is to take place between 1:00 PM to 9:30 PM.
   a. First Floor State Attorney's must be cleaned between 1:00 PM and 4:30 PM.
   b. First Floor Public Defenders area must be cleaned, disinfected, and sanitized again between 4:30 PM and 9:30 PM.
   c. Second Floor Clerk of Court's Administrative area shall be cleaned between 2:30 PM and 3:30 PM.

d. Second Floor Clerk of Court's MIS (I.T.) department must be cleaned between 1:00 PM and 4:30 PM.

e. Third Floor Security must be cleaned between 2:00 PM and 4:30 PM.

f. Fifth and Sixth Floor Judicial Suite and Court Admin Suite shall have one (1) designated employee and one (1) back-up employee assigned to clean this area.

g. Third, Fourth, Fifth, and Sixth Floor Court Administration and Jury rooms shall be cleaned after 5:00 PM, unless Court is still in session. There shall be no cleaning of an occupied Court Administration and/or Jury room.

h. Outside elevator must be cleaned and secured after all areas are done.

i. Cleaning times are subject to change.

3. Custodial coverage from 7:00 AM to 3:30 PM Monday through Friday.

   a. Turn on hallway lights for all floors (1-6)

   b. If there was late court the night before, clean and stock courtrooms. Additional details will be provided to the awarded firm.

   c. Check the front lobby for debris and wipe down counters and windows.

4. State Attorney's Area: Beginning by 8:30 AM, clean all restrooms and breakrooms, clean and disinfect the front lobby seating area, and remove recycling.

5. Public Defender's Area: Beginning by 9:30 AM, clean all restrooms and breakrooms, clean and disinfect the front lobby seating area, and remove recycling.

6. Clerk of the Court Administration office 2nd floor must be completed by 4:30pm daily.

7. Court Security Monitoring Room 3rd floor must be completed by 4:30pm daily.

8. Day Porter, throughout the day shall:

   a. Clean and disinfect first floor main entrance areas, both front and back.

   b. Check, re-check, clean, and disinfect all public restrooms.

   c. Check, re-check, clean, and disinfect all public hallways

   d. Clean and sanitize all touch areas throughout all floors.

F. <u>Building #80, Juvenile Justice Center (JJC):</u>

1. Requires background check through the Escambia County Court Administration

2. Must be cleaned during normal business hours (except Detention area, see below):

a. JJC: Clerk of the Courts & State Attorney areas must be cleaned before their employees leave for the day.

b. JJC: Detention Center area only must be cleaned after 9PM.

c. JJC: Assessment Center area must be escorted by corrections staff.

G. Building #113, Sheriff Administration Building:

Requires background check through the Escambia County Sheriff's Department Offices to be cleaned during normal business hours; hallways, stairs and elevators shall be cleaned after hours.

H. Building #119, Sheriff Investigation & Receiving Warehouse:

1. Requires background check through the Escambia County Sheriff's Department
2. Must be cleaned during normal business hours

I. Building #121, Ensley Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

J. Building #124, Molino Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

K. Building #139, Pensacola Beach Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

L. Building #130, Community Probation:

1. Requires background check
2. Must be cleaned during normal business hours
3. Restroom must be cleaned with corrections staff present

M. Building #182, Walnut Hill Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

N. Building #219, Marcus Pointe Tax Collector:

Public restrooms to be cleaned twice per day

O. Building #251, Solid Waste – Hazardous House Waste:

1. Clean microwave each day
2. Buff floors once per week

P. Building #258, Government Complex Parking Garage:

Includes 2 stairwells, elevator, and trash receptacles on each level

Q. Building #272, Sheriff Maintenance Garage:

1. Requires background check through the Escambia County Sheriff's Department
2. Must be cleaned during normal business hours

R. Building #303, Warrington Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

S. ECAT Building:

Cleaning to start at 12:00 PM daily with concentration on restrooms and public areas at the beginning of the shift.

4-5 ADDITIONAL PROVISIONS

All employees assigned by Contractor to perform the work under the resulting contract shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be the contractor's responsibility to ensure all employees meet the physical standards needed to perform the work assigned. All personnel employed by contractor shall be trained and qualified in their assigned type of work.

A. CONTRACTOR REQUIREMENTS

1. Contractor will require all employees to report for duty in County-approved uniforms with the Company logo and approved photo ID badges while on County Property.
2. All contractor vehicles shall be clearly identified as belonging to the contractor and shall clearly display a parking decal where required.
3. Prohibit employees from disturbing papers on desk (must dust/clean around items on desk), opening desk drawers and cabinets, or using the telephones, computers, or office equipment provided for County use.
4. Require employees to comply with instructions pertaining to conduct and building rules and regulations.
5. Ensure employees do not have access to buildings or County property unless on official duty.
6. Conduct a national criminal background check on all prospective employees before hire for the County premises. The contractor will reject any person whose criminal background demonstrates he/she failed to report criminal convictions accurately on the contractor's employment application form. Any person having a conviction for a felony involving theft, burglary, embezzlement, violence, or moral turpitude under the laws of Florida or any other state, within the 10 years immediately preceding the date of his/her employment will be forbidden to be employed by the contractor for County. All provision of Chapter 435 F.S. must be followed.

   Once the firm's background check is complete, any of the firm's employees being asked to work in a secure location are required to have a County-provided background check.
7. Ensure all applicable employment laws are followed.
8. Provide adequate supervision of employees to ensure complete and satisfactory performance of all work in accordance with the resulting contract. When work is performed, supervision should be onsite and available at all times. Supervision shall be fully and adequately trained, with experience in cleaning supervision, sufficient in scope to meet the approval of County's representative. Supervision shall be responsible for hiring, training, equipping, directing, discharging, and issuing uniforms for all

custodial services personnel. Supervision shall also be responsible for monitoring the work order management software or email to ensure work orders are completed in a timely manner.

9. Provide, for approval by the County, a chain of command for management and supervision for all contractor staff at each location. The contract shall provide County's representative written list of all key employees and should update upon changes.

10. Report all stopped drains, broken fixtures, glass, burnt out lights, and other facilities maintenance needs to the County representative on the established computerized maintenance request.

11. Notify the County of any observed irregularities (i.e., defective plumbing, unlocked doors, lights left on, etc.) The Contractor shall be responsible for turning off all lights when not needed for the cleaning that room, and all lights are to be turned off at the end of the shift. The Contractor shall provide a quality assurance review report and meet with the County representative monthly or as requested to discuss service quality assurance reviews report. These meetings shall be held at a mutually agreeable time.

12. Take all steps necessary to protect the public and nearby property from damage during custodial activities. Any damages to the County property as a result of the vendor must be remedied by the awarded vendor.

13. Ensure all doors are to remain shut and then locked after cleaning.

14. Ensure all keys shall be maintained in accordance with the County key procedure. Any lost keys will be paid for by the contractor. Any rekeying of buildings necessitated by keys being lost by contractor will be paid for by contractor.

15. Schedule sufficient staff at no extra charge for County special events which shall include but not be limited to cleaning as may be required from time to time. The County will notify the Contractor at least twenty-four (24) hours prior to requirement.

16. Maintain a Material Data Safety Sheet (MSDS) file on all chemical and cleaning agents used in the performance of this contract. A copy of MSDS's shall be provided to the Facilities Management Branch prior to its use. Green products are highly encouraged to be used for the appropriate applications.

17. Responsible for lost or stolen keys and security proximity cards issued to them. They may be financially responsible for reimbursement to the County for the replacement of any keys, cards, or locks due to the loss or theft. The Contractor shall maintain a key log of all of its locations and their employees that have been issued keys and cards to County buildings. Facilities Management may request a copy of the key log at their discretion. Key Boxes may be utilized in specific buildings to insure key control.

18. Willing to make accommodations to clean sensitive areas at specific days and times if requested by the building occupants. This may require being escorted and/or providing the services during the occupant's normal business hours.

19. The Contractor shall be made available to clean the Board of County Commissioners chambers and surrounding areas after all scheduled meetings.

20. In the event that the County requests additional project assistance or special services outside the scope of this contract, the Contractor shall provide such extra labor on an hourly rate basis, not including materials. All such work shall be performed outside of, and exclusive of, the normal scope of scheduled services.

B. COST INCREASES

Any annual cost increase request must be submitted to the Director of Facilities Management by February 1st for the following annual term. The increase will only be granted under the following conditions, an increase in the CPI measured as the annual rate for the previous 12 months, regionally adjusted and an increase to minimum wage. These factors will be reviewed independently and will not be submitted as a combined % requested increase. A percent increase in CPI shall only be requested on the non-labor portion of the contract. For a request due to minimum wage increase, the contractor must supply documentation of the employee wages and outline which employees will be affected by the minimum wage increase.

C. ADDITIONS/DELETIONS

The County reserves the right to add or decrease buildings and square footage under the same terms, specifications, and conditions of this contract. The rates for the new areas will be quoted by the Contractor for County approval and shall be based on the cost per square foot as bid for the same or similar building. This includes when there is an increase or decrease to the number of cleaning days.

D. COMPLAINTS

Customer complaint records will be maintained by the County representative(s). For each customer complaint, the County representative shall document the incident and report it immediately to the Contractor. The County representative will then investigate the complaint, accompanied by the Contractor's representative, if the Contractor desires. If the complaint is found to be legitimate, it will be labeled as a "valid complaint." For every one "valid complaint" documented for the month, one-tenth percent (1/10%) of the monthly invoice amount will be deducted from the Contractor's payment for that same month as a penalty. For example, if twenty (20) complaints are found to be "valid complaints" during that same month, then a total of two percent (2%) will be deducted from the Contractor's payment for that month resulting from customer complaints. Leaving doors unlocked and not arming or disarming alarms systems properly that results in a false alarm is an example of a valid complaint. Any costs assessed to the County for excessive false alarm responses by local law enforcement agencies attributable to failed performance will be the financial obligation of the Contractor. Not having soap in the dispensers is another example of a valid complaint.

4-6 SUPPLIES, CHEMICALS, AND EQUIPMENT

The Contractor shall furnish and maintain all the necessary equipment, cleaning chemicals and supplies required for proper maintenance as described in these specifications and to meet all local fire codes for storage of cleaning agents and solvents. The County is not

responsible for any repairs, maintenance, or replacement of inoperable equipment. The contractor shall be responsible for any replacement equipment required.

The Contractor will provide with his/her proposal a list of the chemicals and supplies that will be used to perform the work under this contract. OSHA Material Safety Data Sheets (MSDS) are required for all chemicals and cleaning products and shall be supplied to the County at the time of product introduction. In addition, all MSDS shall be maintained on-site and updated on a quarterly basis. The County shall be notified in writing each quarter ten (10) business days prior to updates and one (1) full copy of the most current MSDS shall be furnished to the County.

The Contractor will display the MSDS sheets, in English and Spanish, in each custodial closet where the cleaning products are stored. All bottles are to be labeled properly listing all ingredients. The Contractor is responsible for training its employees on how to read the MSDS and to follow instructions for both use of product and responding to a spill or ingestion of product. The Custodial Manager or designee will conduct periodic inspections of cleaning supply cabinets and MSDS books to ensure cleanliness, proper labeling of chemicals, documentation of supplies stored on County property, and compliance.

The Contractor will identify their efforts in the green cleaning movement. Green cleaning is a widely accepted movement that uses procedures and products that consider the health of the building occupants, custodians, and the environment.

The following minimum supplies, chemicals and equipment shall be provided/supplied by the Contractor (NOTE: The County reserves the right to approve all supplies, chemicals and equipment used at the County facilities prior to their use).

Soap for dispensers	Anti-Bacterial Hand sanitizer for dispensers
Toilet tissue (2-ply)	Roll towels and Multi-fold towels
Sanitary toilet cover sleeves	Plastic trash liners (inside/outside receptacles)

Contractor will replace all broken dispensers as needed and provide additional dispensers when determined necessary.

Escambia County focuses on providing safe, effective, and environmentally friendly products in all of their buildings. Green seal certified products are highly encouraged when deemed appropriate and effective for the task.

Vacuum cleaners shall be required to have a HEPA filtration system.

All disinfectant agents and chemicals used by the contractor in the cleaning process shall be bactericidal, fungicidal, viricidal and tuberculocidal, in accordance with appropriate laws & guidelines. Green seal certified products are highly encouraged to be used for the appropriate applications.

All carpet shampooing and stripping and waxing of floors will be performed after hours, on weekends or holidays, unless other specific arrangements have been approved by Facilities Management. This additional work will be invoiced separately and written authorization by Facilities Management will accompany the invoice for payment. No additional work shall be performed without prior written authorization.

It is the responsibility of the Contractor to ensure that all cleaning products are compatible and appropriate for the surfaces to be cleaned. The Contractor will be held responsible for the repair or replacement of any surfaces or items found to be damaged by the improper use of any product it provides.

4-7 SAFETY REQUIREMENTS

All work procedures, materials and supplies and all equipment provided to each employee must meet all Occupational Safety and Health Administration (OSHA) and American National Standards Institute (ANSI) standards. The Contractor shall be responsible for annual safety training for employees in Florida's Right to Know, OSHA Blood borne Pathogens and Center for Disease Control (CDC) Blood borne Pathogens information, and Environmental Protection Agency (EPA) hazardous waste disposal training. Proof of training will be provided to the County.

All equipment used by the Contractor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on County property. Vacuum cleaners must be HEPA filtered at 99.97% efficient at 0.3 microns. All electrical equipment will be properly grounded. No internal combustion driven equipment or propane floor machines will be approved for use in County facilities. All employees will wear proper personal protective equipment while working on County property.

The Contractor shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such a manner as to create safety hazards, and shall provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. The Contractor's employees shall be required to interrupt their work at any time to allow passage of personnel.

4-8 INSPECTION CRITERIA

Inspection records will be maintained by the County representative(s).

Rooms/areas and exterior areas will be selected by and inspected each month.

The Counties representative(s) will evaluate restrooms/gym rooms as "acceptable" or "unacceptable" using the following criteria:

A. Presence of adequate two (2) ply toilet paper, paper towels, sanitary toilet sleeves, soap, and/or anti-bacterial hand sanitizer.

B. Absence of soil, stains, and rust on toilet room fixtures, drains, traps, faucets, soap and paper dispensers, stalls, mirrors, ledges and drinking fountains

C. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture, and equipment

D. Absence of litter and trash on floor and horizontal surfaces of equipment

E. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.

F. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around fixture and equipment bases

G. Absence of soil, litter, dust, and encrustation in trash containers

H. Absence of soil and dust on window blinds, shades, sills, frames, and ledges

I. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings

J. Absence of soil, litter, dust and spots from all mats and floors

K. Absence of streaks, spots, stains from all bright work, where appropriate - All bright

works shall be polished dry to a high sheen

L. All other contract provisions.

If item #1 is found to be unacceptable, the restroom will be deemed “unacceptable.” If a total of four (4) of the other items are found unacceptable the restroom will be deemed “unacceptable.” If two (2) or more of the same items are found unacceptable in more than half of the rooms inspected in one month, a sustenance problem will be deemed to exist. This condition will require the Contractor to determine the cause and take corrective measures.

The County representative(s) will evaluate non-restrooms as “acceptable” or “unacceptable” using the following criteria:

A. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture, HVAC vents and equipment

B. Absence of litter and trash on floor and horizontal surfaces of equipment

C. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.

D. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around furniture and equipment legs and bases

E. Absence of soil and stains on fixtures, drains, traps, faucets, soap and paper dispensers, mirrors, ledges and drinking fountains

F. Absence of dust, spots, soil build-up and encrustation on furniture and equipment surfaces and legs

G. Absence of dust, lint, and litter on upholstered furniture

H. Absence of soil, litter, dust and encrustation in ash trays, urns, wastebaskets, and trash containers - Trashcan liners shall be new and urn sand in good condition

I. Absence of marks, spots, stains and streaks on interior and exterior entrance doors and all glass windows

J. Absence of soil and dust on window blinds, shades, sills, frames, and ledges

K. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings

L. Absence of soil, litter, dust and spots from all carpets, mats, and floors

M. Absence of streaks, spots, stains from all bright work and stainless steel, where appropriate - All bright work shall be polished dry to a high sheen

N. Empty or nearly empty trashcans and pencil sharpeners (depending on time of day)

O. Absence of interior walk-off mats by all entrance/exit doors.

If a total of five (5) items are found to be unacceptable, the non-restroom will be deemed “unacceptable.” If two (2) or more of the same items are found unacceptable in more than half of the rooms inspected in one month, a sustenance problem will be deemed to exist. This condition will require the Contractor to determine the cause and take corrective measures.

For every one (1) “unacceptable” room rating in a month, one percent (1%) of the monthly invoice amount will be deducted from the Contractor’s payment for that same month as a penalty. For example, if ten (10) rooms are found to be “unacceptable” in one month, then ten percent (10%) of the monthly invoice amount will be deducted from the Contractor’s payment for that month resulting from “unacceptable” room ratings.

All unacceptable rooms will be re-inspected for compliance. A repeat “unacceptable” rating will cause an additional one percent (1%) to be deducted from that month’s payment.

Escambia County Clerk's Original

8/16/2018 #9

RESOLUTION NUMBER R2018- 87

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING SUPPORT FOR DIVERSITY IN THE COUNTY'S PROCUREMENTS AND ENCOURAGING EQUAL OPPORTUNITY FOR SMALL, MINORITY, WOMEN, AND SERVICE-DISABLED VETERAN OWNED BUSINESSES IN ESCAMBIA COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to the most recent census data, the population of Escambia County by race consisted of the following demographics: African American-23%, American Indian-1%, Asian-3%, Hispanic-5%, and White-68%; and

WHEREAS, Escambia County enthusiastically supports diversity in the County's public procurement of goods and services which reflects the demographics of the community; and

WHEREAS, through its procurements program, Escambia County is committed to providing equal opportunities and promoting increased participation of local small, minority, women, and service-disabled veteran owned businesses in Escambia County; and

WHEREAS, pursuant to this policy, Escambia County encourages all vendors, contractors, and subcontractors providing goods or services for the County to promote diversity and provide equal opportunities for such businesses in Escambia County.

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

Section 1. The Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

Section 2. The Escambia County Board of County Commissioners hereby expresses its support for diversity in the County's public procurement of goods and services which reflects the demographics of the community.

Section 3. The Board hereby encourages all vendors, contractors and subcontractors providing goods or services for the County to promote diversity and provide equal opportunities for the participation of local small, minority, women, and service-disabled veteran owned businesses in Escambia County.

Section 4. This resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this 16th day of August, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

SEAL

Approved as to form and legal sufficiency.
By/Title:
Date: 8/10/18

Date: 8/28/2018 Verified By:

Sec. 46-110. - Local preference in bidding.

(a) *Legislative intent.* The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the county's overall tax base.

(b) *"Local business" defined.*

Local business. For purposes of this section, "local business" shall mean a business which meets all of the following criteria:

(1) Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one year immediately prior to the issuance of the request for competitive bids by the county. The fixed office or distribution point must be staffed by at least one employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address;

(2) Holds any business license required by Escambia County or Santa Rosa County; and

(3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

(c) *Certification.* Any vendor claiming to be a local business as defined above shall so certify in writing to the office of purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

(d) *Preference in purchase of commodities and services by means of competitive bid.* Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e., sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated community redevelopment area (CRA) is within seven percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within three percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

(e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) *Limitations.*

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

(4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

(h) *Penalties.*

(1) *Misrepresentation.* A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the county will lose the privilege to claim local preference status for a period of up to one year from the date of the award of the contract or upon completion of the contract whichever is greater. The county administrator, in his discretion, may also recommend that the firm be referred for suspension of eligibility to claim the privilege of local preference.

(2) *Failure to maintain local business preference qualifications.* Any vendor that does not maintain its local

preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

(3) *Lack of good faith.* The contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the county determines that the contractor or firm did not act in good faith, all amounts paid to the contractor or firm under the county contract intended for expenditure with the local business shall be forfeited and recoverable by the county. In addition, the contract may be rescinded and the county may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

(Ord. No. 2013-43, § 2, 9-16-2013; Ord. No. 2016-9, § 2, 1-21-2016)

Sec. 46-111. - Small business enterprise program.

(a) *Purpose and intent of section.* The purpose and intent of this section is to provide the maximum opportunity for increased participation of qualified small businesses in the county's procurement system.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Commercially useful business function means adding value to the goods and services supplied under a contract. A small business is considered to perform a commercially useful business function when it is responsible for execution of a distinct element of work of a contract or transaction and carrying out its responsibilities by actually performing, managing and supervising the work performed. Businesses who merely act as a conduit do not perform a commercially useful business function and will not be eligible for certification as a SBE. In determining whether a business performs a commercially useful business function, consideration will include, but not be limited to, whether the business adds a value to the product or service provided; whether the business has a distributorship agreement with the manufacturer of goods supplied; whether the business takes possession of the product or service provided; whether the business warrants the product or service provided; whether the business maintains sufficient storage space to keep the product in inventory; whether the business maintains sufficient inventory to meet the requirements of its contracts; whether the business provides the product or service to the public or other business other than a governmental agency.

SBE means a small business enterprise certified by Escambia County.

(c) *Scope.* Unless otherwise prohibited by federal or state law, this chapter shall apply to the solicitation of all goods, services and construction by the county which are governed by the county purchasing code. Whenever possible, the county shall utilize a solicitation process which encourages SBE participation even on those items which are exempted from the requirements of the purchasing code.

(d) *SBE program goals.*

Annual goal: The cumulative annual SBE goal shall be up to 15 percent of the total annual expenditures for operating and capital costs for the current fiscal year as calculated in accordance with county SBE program policies and procedures. The cumulative annual SBE goal may be adjusted annually by the board of county commissioners.

(e) *Certification.*

(1) *Requirements.* For the purposes of this section, the following certification requirements shall govern:

a. The business must currently perform a commercially useful business function;

b. The business must be a local business as defined in section 46-110;

c. The business must be an independently owned and operated, for-profit entity;

d. The business may employ ten or fewer full time employees; and

e. The business may have a net worth of not more than $1,000,000.00.

(2) *Application procedure.* All applicants wishing to be considered as certified businesses for the benefits of the SBE program must complete the small business self certification form which can be obtained through the office of purchasing. This is a self-certification process and shall require a signed affidavit attesting to the accuracy of the data provided on the form.

(3) The purchasing department shall accept SBEs for use by the county in its purchasing and procurement process based upon the eligibility requirements provided herein. The purchasing department shall maintain an up-to-date electronic list of SBEs, and encourage the use of this list by all departments in their procurement activities.

(4) Any change of ownership or circumstances that may affect certification eligibility of an SBE must be reported to the purchasing department within 30 days of the change taking place. In the event of a change, the current owner is responsible for fulfilling this reporting requirement prior to seeking business with the county.

(5) *Recertification.* Certified SBEs are required to submit an affidavit of their continued eligibility as a SBE every year. If there has been a change in operation, ownership, control, activities, domicile or gross receipts, the SBE must identify such change on their application for recertification. A company that fails to submit its affidavit of continued eligibility will no longer be deemed certified for purposes of participation in the small business program.

(6) *Decertification.* If during any period of certification, the county has reason to believe that the SBE was not properly certified or that there has been a substantial change of ownership or circumstances that may affect certification eligibility then the county administrator may conduct an investigation and decertify an SBE if the investigation indicates that continued certification would be contrary to the county's SBE program requirements. The county administrator shall notify the SBE by certified mail that it has been decertified. Any business that is decertified may not be recertified for one year from the date of decertification.

(7) *Appeal of decertification.* Any business that believes it was wrongfully denied certification may submit a written request with the office of purchasing to appeal the decertification. The appeal shall be filed within 20 days of receipt of the notice of decertification. The request for appeal shall state with particularity the reasons why the business believes the denial was erroneous.

(8) *Hearing on appeal of decertification.* If an appeal is requested, an administrative review will be conducted by the county administrator, or designee, within 45 days of receipt of the notice of appeal. Upon review, the county administrator, or designee shall take one of the following actions:

a. *Grant the appeal.* If a determination is made that decertification was contrary to county's SBE program requirements, the appeal shall be granted and the business recertified;

b. *Deny the appeal.* If a determination is made that certification would be contrary to the county's SBE program requirements, the appeal shall be denied and the applicant may request that the matter be referred to a special master for further proceedings in accordance with subsections 46-102(4)—(7); or

c. *Refer the appeal to a special master.* If no administrative determination is made, the matter may be referred to a special master for further proceedings in accordance with subsections 46-102(4)—(7).

(f) *False representation.*

(1) It is unlawful for any individual or entity to knowingly submit false information in order to qualify for SBE certification.

(2) Any contractor that falsely represents to the county that it is an SBE, or knowingly submits false information or represents that it will use the services or commodities of an SBE and subsequently does not, shall be deemed in breach of contract. Upon a determination that a breach has occurred, all payments under the contract or

any other arrangement shall be immediately suspended. The contractor may show that it attempted in good faith to comply with the terms of the contract but was unable to comply. If the county determines that the contractor did not act in good faith, all amounts paid to the contractor under the county contract or agreement intended for expenditure with the SBE shall be forfeited and recoverable by the county. In addition, the contract or agreement may be rescinded and the department or division may return all unused goods received and recover all amounts paid under the contract.

(3) Any contractor or affiliate determined to have falsely represented that it or a subcontractor is an SBE, or determined to have not acted in good faith to fulfill the terms of a contract calling for it to use the services or commodities of an SBE, will be considered under the county's suspension and debarment policy.

(g) *Reservation of contracts.*

(1) Unless otherwise prohibited by federal or state law, the county may reserve contracts to be awarded only to SBEs. The county may review all of its needs and requirements in each fiscal year and the board of county commissioners may determine which contracts may be reserved for bidding only by SBEs. This reservation may only be used when it is determined, before dissemination of the request for proposals or invitation to bid, that there are capable, qualified, SBEs available who are interested and willing to bid on these contracts in order to provide for effective competition. Once a decision has been made to reserve a contract, the county shall estimate what it expects the dollar amount of the contract to be based on the nature of the contract and its value under prevailing market conditions. If all the bids received are over this estimate, the county may reject the bids and open the bidding to all vendors and contractors. Before contracts can be reserved for bidding only by SBEs, the board of county commissioners must determine that such a reservation is in the best interest of the county.

(2) Unless otherwise prohibited by federal or state law, the county may reserve any construction contract for competitive bidding for contractors who agree to utilize SBEs as subcontractors or subvendors. The percentage of funds which must be expended with SBE subcontractors shall be determined by the county before the contract is reserved. In order to bid on a construction contract so reserved, the contractor shall identify those SBEs that will be utilized as subcontractors or subvendors. Once a decision has been made to reserve a contract, but before bids are requested, the county shall estimate what it expects the amount of the contract to be based on the nature of the contract involved and its value under prevailing market conditions. If all the bids received are over this estimate, the county may reject the bids and open the bidding to all vendors and contractors. It is the express responsibility of the contractor to verify that all SBEs that will be utilized as subcontractors or subvendors are currently certified by the county.

(h) *SBE preference.*

(1) The county may award a bid preference on any single bid, as provided in section 46-110, to a certified SBE.

(2) SBE preference does not apply to contracts that are reserved in accordance with this section. Preferences as provided in this chapter may not be combined. Only one preference may be awarded on any single solicitation to any certified SBE or contractor. Any SBE bid preference awarded pursuant to this section shall take priority over any local business bid preference that may apply to any single solicitation.

(i) *Responsiveness of bids—good faith efforts.*

(1) Every competitive bid, if not submitted by a SBE, must demonstrate good faith efforts to utilize SBEs as subcontractors or subvendors.

(2) The county may consider written documentation submitted with the bid package in determining whether a contractor has made one or more good faith efforts including, but not limited to:

a. Whether the contractor attended any presolicitation or prebid meeting that was scheduled by the county to inform SBEs of contracting and subcontracting opportunities;

b. Whether the contractor advertised in a general circulation, trade association, and/or SBE focus media

concerning the subcontracting opportunities;

c. Whether the contractor provided written notice to a reasonable number of SBEs that their interest in the contract was being solicited in sufficient time to allow the SBE to participate effectively;

d. Whether the contractor followed up initial solicitations of interest by contacting SBEs to determine whether a SBE is interested;

e. Whether the contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the SBE goals of the county, including, where possible, breaking down contracts into economically feasible units to facilitate SBE participation;

f. Whether the contractor negotiated in good faith with interested SBEs, not rejecting SBE as unqualified without sound reasons based on investigation of their capabilities;

g. Whether the contractor made efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance required by the county and/or the contractor; and

h. Whether the contractor effectively used the services of available small business community organizations; small business contractors' groups; local, state, and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of small businesses.

(3) The county may waive the good faith requirement for procurement where sub-contracting is not applicable or in order to ensure adequate competition.

(j) *SBE assistance program.*

(1) The SBE assistance program is established within the office of purchasing and will report all recommendations and activities associated with the SBE program directly to the county administrator. This program will assist and encourage SBEs to participate in the county solicitation process.

(2) In addition, the purchasing department, in conjunction with the county administrator, shall:

a. Review and comment on any changes to a county policy, rule or regulation relating to SBE procurement;

b. Receive, compile and disseminate information on procurement opportunities, availability of SBEs and available technical assistance;

c. Refer all information on any business suspected of misrepresenting its SBE status to the county administrator's office;

d. Maintain a central list of certified SBEs and provide it upon request; and

e. Host, not less than annually, a workshop to assist small businesses located in Escambia County to obtain SBE certification and to do business with the county.

(k) *Implementation of policy.* In order to systematically augment a viable SBE component within the county's purchasing and procurement system, the purchasing manager shall be delegated the following powers and duties to fulfill their responsibilities and functions:

(1) Establish and compile a system of coordinated, uniform procurement policies, procedures, and practices supporting the SBE program.

(2) Encourage the use of SBEs in county contracting and procurement for goods, services and construction that may be provided or performed by SBEs and strive to achieve the stated SBE annual program goal.

(3) Manage and maintain the information system or other automated interface with the county's finance system to record and measure the use of SBEs in county contracting. This system shall maintain information and statistics on SBE participation, in order to analyze the progress of the SBE program.

(4) Provide an annual written report to the county administrator detailing disbursements made to SBEs for goods, services and construction.

(Ord. No. 2013-52, § 2, 12-5-2013; Ord. No. 2014-29, § 1, 7-24-2014)

Sec. 46-112. - Participation of minority and women business enterprises.

(a) *Policy statement.* The county is committed to providing equal opportunities to minority and women business enterprises and strives to improve the opportunities and participation of such businesses in the public procurement of goods and services by the county. Pursuant to this policy, the county shall hereby establish procedures to encourage the participation of minority and women owned businesses in the public procurement of goods and services by the county. Nothing in this section shall be construed to provide for or require any preference or set-aside based on gender, race, or national origin.

(b) *Definitions.* For the purpose of this section, the following terms shall have the following meanings:

Minority shall mean any of the following groups:

(1) African American persons having origins in any of the black racial groups in Africa;

(2) Hispanic American persons of Spanish or Portuguese culture with origins in Mexico, South America, Central America, or the Caribbean, regardless of race;

(3) Native American persons including those residing in the U.S. or its territories, who are descendants of any Indian tribe with origins in the North and South American continents and other islands or lands to include the countries of the U.S., Canada, and Mexico;

(4) Asian American persons having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent, or Pacific Islands.

Minority business enterprise (MBE) shall mean any business which is at least 51 percent owned and operated by minority members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by minority members.

Women business enterprise (WBE) shall mean any business which is at least 51 percent owned and operated by women members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by women members.

(c) *Certification.*

(1) *Requirements.* For the purpose of this section, the following certification requirements shall govern:

a. The business is a MBE and/or WBE as defined in this section.

b. The business meets the requirements provided in section 46-111(e)(1).

c. The business is legally structured as required by Florida law and, if applicable, in good standing with the Florida Secretary of State.

(2) *Procedure.* All applicants wishing to be considered as certified MBE/WBE(s) must complete a small business enterprise program certification application form which may be obtained through the office of purchasing. This is a self-certification process and shall require a signed affidavit attesting to the accuracy of the data provided on the form. Proof of current certification as a minority and/or women business enterprise by the Florida Office of Supplier Diversity may be accepted in lieu of other supporting documentation. Certified M/WBEs shall submit an affidavit of continued eligibility on an annual basis.

(d) *Implementation.* In an effort to implement this policy, the county may undertake the following measures:

(1) Designate the purchasing manager to administer this policy.

(2) Maintain a central list of certified M/WBEs.

(3) Manage and maintain the information system or other automated interface with the county's finance system to record and measure the use of M/WBEs in county procurements.

(4) Utilize outreach programs to identify and educate M/WBEs about the county's procurement process.

(Ord. No. 2016-8, § 2, 1-21-2016)

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 31, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.092 Re-Solicit Custodial Services for Various County Facilities

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 1 provides for information related to the current vendor.

The current vendor is American Facilities Services, and has been since October 2011. This solicitation is being issued because the current agreement has expired, and the County is required to solicit competitive bids. Additionally, the previous agreement did not allow for multiple vendors to be awarded as the current solicitation offers.

The Bid Tabulations from two previous solicitations have been attached, however, the Scope of Work from previous solicitations is not at all comparable to the current Scope of Work being requested. Firms are strongly encouraged to not utilize past pricing to determine current or future bids.

Per Florida Statute 119.071(b)(3), bids from the most recent solicitation, PD 19-20.065, will not be available until after the current solicitation is awarded or 12 months have passed from the rejection of bids, which occurred on August, 17, 2020, whichever comes first.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Custodial Services for Various County Buildings BID # PD 16-17.064**								
Bid Opening Time: 2:00 PM CDT Bid Opening Date: 08/04/2017 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
3H Service System, Inc.	n/a	Y	n/a	Y	Y	Y	Y	Y	$812,292.00
American Facility Services, Inc	n/a	Y	n/a	Y	Y	Y	Y	Y	$790,512.00
Enmon Enterprises, LLC dba Jani-King of Pensacola	n/a	Y	n/a	Y	Y	Y	Y	Y	$779,353.32
Service Management Systems, Inc.	n/a	Y	n/a	Y	Y	Y	Y	Y	$775,404.00
BIDS OPENED BY:	Emily Weddington, Purchasing Specialist					Date: 08/04/2017			
BIDS TABULATED BY:	Emily Weddington, Purchasing Specialist					Date: 08/07/2017			
BIDS WITNESSED BY:	Paul Nobles, Purchasing Manager					Date: 08/04/2017			

UNDER REVIEW

CAR DATE **BOCC DATE**

The Purchasing Chief/Designee recommends to the BCC: To award a contract to

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes:

Extension error of $4 on Service Management Systems, Inc annual total.

Posted @ 3:30 PM CDT 08/07/2017

EDW

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:**	PD 17-18.014								
	Solicitation Name:	Resolicit Custodial Services for Various County Buildings								
Bid Opening Time:	2:00 p.m., CST									
Bid Opening Date:	1/4/2018									
Bid Opening Location:	Rm 11.407									
Name of Bidder(s)		Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes		Total for Various County Buildings
3H Services System, Inc		Yes	Bond	Yes	Yes	Yes	Yes	Yes		$767,748.00
American Facility Services, Inc		Yes	Bond	Yes	Yes	Yes	Yes	Yes		$858,228.00
CER Signature Cleaning, Inc		See below	Check	Yes	Yes	Yes	Yes	Yes		Non-Responsive
Performance Property Servicing, Inc		Yes	Check	Yes	Yes	Yes	Yes	Yes		$930,000.00
Service Management Systems, Inc		See below	Bond	Yes	Yes	Yes	Yes	Yes		Non-Responsive
Bids Opened By:	Emily D. Weddington, Purchasing Specialist				**Date:**	1/4/2018	**Status:**			
Bids Tabulated By:	Emily D. Weddington, Purchasing Specialist				**Date:**	1/9/2018	UNDER REVIEW			
Bids Witnessed By:	Paul R. Nobles, Purchasing Manager				**Date:**	1/4/2018	**CAR Date:**		**BOCC Date:**	

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes: CER Signature Cleaning, Inc. and Service Management Systems, Inc. did not submit their bids on the Revised Bid Form provided in Addendum #1. Because their bids were not based on the revised bid form it did not include pricing for Emergency Service Call Cost - 2 hr. Response Time Based on 1 hour on site, thus we are incapable of evaluating their bid, additionally CER Signature Cleaning, Inc. did not complete the unit pricing portion of the bid forms (monthly/yearly totals).

Posted: 4:00 p.m., CST on 1/9/2018

Form Completed By: EDW edw

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 1, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 19-20.092 Re-Solicit Custodial Services for Various County Facilities

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 2 provides for information related to questions and answers shown on the following page.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Q1. Can the vendors show the toiletry pricing separately from the service price shown in the proposal?

A1. For the purposes of this solicitation, we ask that the pricing provided in the proposal be an "all inclusive" price that covers everything the vendor will need to perform the service and have the facilities sufficiently stocked.

Q2. Can vendors purchase supplies directly from Escambia County?

A2. At this time, the County does not offer the ability for vendors to purchase supplies from the County.

Q3. On page 27 of 61, Item 2-2, "Proposals shall confirm that the firm will comply with all of the provisions in this RFP." Is there a form to be utilized for this?

A3. Confirmation that a firm will comply with all provisions can be stated anywhere within the proposal. Most firms opt to write a letter of interest as a type of cover page for the proposal. Such a statement can be included in a letter of this type.

Q4. On what page of the RFP is the "Solicitation, Offer, and Proposal Form"?

A4. This form was intentionally left out of the RFP and the language referenced in the question is boilerplate language that is used from one RFP to the next. Please disregard this requirement.

Q5. Page 4 of 61, states that the Proposal Response must include one (1) original and one (1) electronic copy via CD or flash drive OR uploaded via Vendor Registry. Page 14 of 61, Item 4 Proposal Forms states that, "Firms electing to submit original forms shall also provide a complete copy of the bid response via CD or flash drive." Since one original is required per page 4 of 61, this seems to indicate that a complete copy of the bid response via CD or flash drive would also be required, is this correct? Or could the proposal – in its entirety – be submitted via Vendor Registry?

A5. If a firm is submitting a physical proposal document to the Office of Purchasing via mail or courier, an electronic copy shall be included. If a firm is submitting their complete proposal via Vendor Registry, a physical proposal document is not required.

Q6. If some documents are not ADA-compliant, would the proposal be deemed non-responsive?

A6. No. At this time, the County does not require ADA-compliant documents, but we do ask for them to be utilized whenever possible. The County attempts to provide ADA-compliant documents to all those who submit a Sunshine Law information request.

As a reminder, regardless of the means with which the proposal is submitted, all firms shall provide their Bid Surety to the Office of Purchasing prior to the Proposal submittal deadline.

Firms submitting a surety from their insurance provider can upload the surety documents in Vendor Registry and a physical delivery to the Office of Purchasing is not required.

Q7. Page 27 of 61, Item 2-1 states that, "All RFP documents (excluding the Excel Spreadsheet) shall be contained in a single PDF or Microsoft Word-Type document. The Excel Spreadsheet will also be returned complete as a single document."

Page 30 of 61, Item 3-2 asks proposers to, “Please separate the RFP responses into the following categories:” and on page 32 of 61, Item 6, A asks proposers to provide the pricing schedule on the Price Proposal Form.

Should a hard copy of the Cost Proposal (Excel spreadsheet) be included as an item in the submission of the original Technical Proposal? Or should it be submitted in a separate envelope with the other signed forms? Or on its own?

A7. All the proposal documents shall be in a single PDF, and sorted according to the order outlined in Item 3-2.

The physical Excel document can be separate, in either Excel or PDF. Both the proposal (PDF) and the Excel spreadsheet (Excel) shall be on the electronic copy and/or uploaded to Vendor Registry.

Q8. Will the content referred to on page 27 of 61, Part II, 2-3 Understanding of the Project, 2-4 Methodology Used for the Project, and 2-5 Management Plan for the Project be evaluated as part of 1: Scope of Services as outlined on page 30 of 61, Part III, Section 3-2 Evaluation Criteria?

A8. Yes.

Q9. Will the content referred to on pages 27 and 28 of 61, Part II, Section 2-6 Experience and Qualifications, be evaluated as part of 2: Adequacy of Staffing and Supervision and 3: Related Experience as outlined on pages 30 and 31 of 61, Part III, Section 3-2 Evaluation Criteria?

A9. Yes.

Q10. Page 29 of 61, Item 2-8 requests that “Bidders provide a breakout of the firm’s employees by minority status, as well as the status of employees of any subcontractor that will be performing the work.” This item is not referred to as part of the Evaluation Criteria. Under which section of the Evaluation Matrix will this item be considered? Or is this a pass/fail item for meeting minimum requirements?

A10. If it is not listed in the “Selection Criteria,” it is not a selection criterion. The Board has requested information for information purposes.

Q11. Page 50 of 61, paragraph 1, states that, “The Contractor will provide with his/her proposal a list of the chemicals and supplies that will be used to perform the work under this contract.” This item is not listed as part of the Evaluation Criteria. Under which section of the Evaluation Matrix will this item be considered? Or is this a pass/fail item for meeting minimum requirements?

A11. If it is not listed in the “Selection Criteria,” it is not a selection criterion. The department has requested this information for information purposes.

EXHIBIT B

PD 19-20.092 Re-Solicit Custodial Services for Various County Facilities

NOT ADA COMPLIANT

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
Zone 1												
1	1	2	4	Big Lagoon Sheriff Sub Station	**YES, see Scope**	1,100	1	Wed	12950 Gulf Beach Hwy	Pensacola	32507	$936.00
2	1	2	6	EMS @ Pleasant Grove Fire Station		122	1	S or S	9350 Old Gulf Beach Hwy	Pensacola	32507	$900.00
3	1	1	72	Felix Miga Center		13,670	5	M - F	904 N. 57th	Pensacola	32506	$12,672.00
4	1	2	267	Lexington Terrace Com Ctr		2,964	2	Wed / Fri	700 S. Old Corry Field Rd.	Pensacola	32507	$2,112.00
5	1	2	181	Marie Ella Davis CC		1,965	1	S or S	16 Raymond St.	Pensacola	32507	$1,320.00
6	1	2	305	Perdido Key Community Center & Welcome Station		5,155	1	S or S	15500 Perdido Key Dr.	Pensacola	32507	$1,680.00
7	1	2	232	SW Library		7,295	6	Mon-Sat	12248 Gulf Beach Hwy	Pensacola	32507	$8,820.00
8	1	2	303	Warrington Sheriff Substation	**YES, see Scope**	6,000	3	M-W-F	30 N. Navy Blvd.	Pensacola	32507	$6,120.00
9	1	2	325	Warrington Tax Collector		9,515	5	M-F	4051 Barrancas Ave Suite	Pensacola	32507	$8,400.00
											Zone 1 Total	**$42,960.00**
Zone 2												
10	2	3	46	Animal Shelter		9,127	6	S - F	200 W. Fairfield Dr.	Pensacola	32501	$13,248.00
11	2	3	295	Central Office Complex		74,630	5	M - F	3363 W. Park Place	Pensacola	32503	$59,364.00
12	2	3		ECAT	**YES, see Scope**	12,750	Various		1515 W. Fairfield Dr	Pensacola	32501	$34,080.00
13	2	3	45	Escambia County Visitation	**YES, see Scope**	31,249	5	M - F	1190 W. Leonard St.	Pensacola	32501	$17,304.00
14	2	3	80	Juvenile Justice Center: Detention Center	**YES, see Scope**	30,355	5	M - F	1800 St. Marys Ave.	Pensacola	32502	$23,988.00
15	2	3	80	Juvenile Justice Center	**YES, see Scope**	51,083	5	M - F	1800 St. Marys Ave.	Pensacola	32502	$40,596.00
16	2	3	80	Juvenile Justice Center: Assessment Area	**YES, see Scope**	12,036	5	M - F	1800 St. Marys Ave.	Pensacola	32502	$9,552.00
17	2	3	255	Leonard St. Maint - Hayes St		1,200	1	1 Day a Week	1135 N. Hayes	Pensacola	32502	$708.00
18	2	3	113	Sheriff Admin	**YES, see Scope**	108,927	5	M - F	1700 W. Leonard St.	Pensacola	32501	$86,256.00
19	2	3	119	Sheriff Central Receiving Warehouse	**YES, see Scope**	4,200	5	M-F	1600 W. Leonard Street	Pensacola	32501	$2,400.00
20	2	3	272	Sheriff Garage	**YES, see Scope**	15,680	5	M - F	3101 H St.	Pensacola	32501	$5,520.00
21	2	3	119	Sheriff Investigation	**YES, see Scope**	600	5	M-F	1600 W. Leonard Street	Pensacola	32501	$1,200.00
											Zone 2 Total	**$294,216.00**

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
					Zone 3							
22	3	3	179A	Archives Building		10,370	5	M - F	120 E. Blount St.	Pensacola	32501	$9,336.00
23	3	3	179A	Archives Warehouse		5,000	1	Mon	120 E. Blount St.	Pensacola	32501	$300.00
24	3	3	130	Community Probation	**YES, see Scope**	13,100	5	M - F	2251 N. Palafox	Pensacola	32501	$9,300.00
25	3	3	130	Community Probation - Court Room		1,100	1	Monthly	2251 N. Palafox	Pensacola	32501	$300.00
26	3	3	56	Court Administration		865	5	M - F	100 West Maxwell Street	Pensacola	32501	$1,620.00
27	3	3	63	Dorrie Miller CC		1,965	2	M / F	2819 N. Miller St	Pensacola	32503	$3,300.00
28	3	3	66	Employee Health Clinic (Paid out of their Cost Center)		6,158	6	M - S	2257 N Baylen St	Pensacola	32501	$8,700.00
29	3	3	256	EMS @ Lions Eye Clinic		615	2	M / Thu	256 A Hayes St.	Pensacola	32501	$900.00
30	3	2	231	EMS @ Osceola Fire		200	2	Wed / Sat	2601 Massachusette	Pensacola	32502	$1,500.00
31	3	3	68	Englewood CC - Boys & Girls		10,824	5	M - F	2751 N H St	Pensacola	32501	$12,300.00
32	3	3	314	Englewood Neighborhood Center		1,180	1	Tues	2749 N H. Street	Pensacola	32501	$1,500.00
33	3	3	179	Facilities Mgmt		17,058	5	M - F	100 E. Blount St.	Pensacola	32501	$8,424.00
34	3	4	310	Genealogy Library		7,126	5	Tues-Sat	5740 N 9th Ave	Pensacola	32504	$8,700.00
35	3	3	66	Human Relations Commission		791	5	M - F	2257 N. Baylen St	Pensacola	32502	$1,176.00
36	3	3	318	Legion Field		3,545	6	Mon-Sat	1301 W. Gregory St	Pensacola	32533	$5,280.00
37	3	3	316	Solid Waste Scale House Palafox		315	1	1 Day a Week	2906 N. Palafox	Pensacola	32501	$720.00
38	3	3	55	Office Space		4,813	2	Tu & F	150 West Maxwell Street	Pensacola	32501	$2,389.53
39	3	4	308	Tyron Library		12,045	6	Mon-Sat	1200 Langley Ave	Pensacola	32504	$16,920.00
											Zone 3 Total	**$92,665.53**

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
Zone 4												
40	4	2	242	Ernie L. Magaha Building		126,700	5	M - F	221 Palafox Pl.	Pensacola	32502	$100,500.00
41	4	2	258	Government Complex Parking Garage	**YES, see Scope**	833	1	F	49 W. Intendencia	Pensacola	32502	$840.00
42	4	2	49	Matt Langley Bell		16,200	5	M - F	213 S. Palafox	Pensacola	32502	$6,240.00
43	4	2	59	Old Courthouse		40,680	5	M - F	223 S. Palafox Place	Pensacola	32502	$31,644.00
44	4	4	139	Pensacola Beach Sheriff Substation	**YES, see Scope**	2,845	3	M / W / F	43 Fort Pickens Road	Pensacola	32526	$2,568.00
45	4	4		SRIA Admin Building		6,600	5	Mon-Fri	1 Via De Luna Drive	Pensacola Bch	32561	$8,904.00
46	4	4		SRIA Vistor Info Center		2,500	7	Mon-Sun	7 Casino Road	Pensacola Bch	32561	$9,240.00
47	4	2	178	Supervisor of Election/Purchasing		22,900	5	M - F	201 S. Palafox Place	Pensacola	32502	$9,348.00
48	4	2	337	Supervisor of Elections Warehouse		12,110	1	Thurs	3201 Navy Blvd	Pensacola	32505	$5,280.00
49	4	3	307	W Florida Regional Library		50,957	7	Mon-Sun	239 N. Spring Street	Pensacola	32502	$60,612.00
											Zone 4 Total	**$235,176.00**
Zone 5												
50	5	5	260	Mosquito Control - Admin		2,978	2	Wed / Fri	601 Hwy 297A	Cantonment	32533	$1,608.00
51	5	5	261	Mosquito Control Garage - Restrooms		80	1	F	601 Hwy 297A	Cantonment	32533	$720.00
52	5	5	37	Road Department Admin		2,730	5	Mon-Fri	601 Hwy 297A	Pensacola	32533	$3,540.00
53	5	5	36	Road Department Fleet Maintenance		2,300	5	Mon-Fri	601 Hwy 297A	Pensacola	32533	$1,860.00
54	5	5	270	Road Department Modular Trailer		760	5	Mon-Fri	601 Hwy 297A	Pensacola	32533	$1,548.00
55	5	5	41A	Road Department Modular Trailer		760	5	Mon-Fri	601 Hwy 297A	Pensacola	32533	$1,548.00
56	5	5	39	Road Department Wellness Center		1,668	5	Mon-Fri	601 Hwy 297A	Pensacola	32533	$1,956.00
57	5	5	311	Sheriff Fire Range Training Bldg		1,371	1	Fri	13011 Beulah Road	Pensacola	32526	$900.00
58	5	5	273	Solid Waste Admin		8,046	5	Mon-Fri	13009 Beulah Road	Pensacola	32526	$7,968.00
59	5	5	27	Solid Waste Admin Operations Garage	**YES, see Scope**	4,206	6	Mon-Sat	13009 Beulah Road	Pensacola	32526	$4,548.00
60	5	5	30281	Solid Waste Guard Trailer		685	1	1 Day a Week	13009 Beulah Road	Pensacola	32526	$780.00
61	5	5	251	Solid Waste Hazardous House Waste	**YES, see Scope**	280	5	Mon-Fri	13009 Beulah Road	Pensacola	32526	$7,500.00
62	5	5	28	Solid Waste Scale House	**YES, see Scope**	357	6	Mon-Sat	13009 Beulah Road	Pensacola	32526	$2,040.00
											Zone 5 Total	**$36,516.00**
Zone 6												

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
63	6	3	312	Brownsville CC		32,948	6	Mon-Sat	3200 W. Desoto Street	Pensacola	32505	$32,160.00
64	6	3	241	Ebonwood CC		2,964	3	Mon, Wed & Fri	3511 W. Scott St.	Pensacola	32505	$5,580.00
65	6	3	219	Marcus Point Tax Collector	**YES, see Scope**	10,038	5	Mon-Fri	6451 W Street	Pensacola	32505	$18,960.00
66	6	3	301	Marie K Young CC		13,200	5	Mon / Fri	6405 Wagner Rd	Pensacola	32505	$11,580.00
67	6	2	217	Mayfair CC		1,965	2	W / Sat	701 S. Madison	Pensacola	32502	$1,740.00
68	6	3	224	Public Safety		60,310	5	M - F	6575 N. W St.	Pensacola	32502	$47,844.00
											Zone 6 Total	**$117,864.00**
					Zone 7							
69	7	5	320	4H Center		9,050	5	M - F	3730 Stefani Rd.	Pensacola	32534	$6,540.00
70	7	5	71	Agriculture Extension Services		7,000	5	M - F	3740 Stefani Rd.	Pensacola	32526	$7,680.00
71	7	1	73	Beulah Community Center		3,155	2	Tues / Fri	7425 Woodside Rd.	Beulah	32577	$1,728.00
72	7	3	121	Ensley Sheriff Substation	**YES, see Scope**	3,606	3	M - W- F	97 Hood Dr.	Ensley	32514	$2,520.00
73	7	1	189	Equestrian Center Admin		774	3	M- W - F	7750 Mobile Hwy	Pensacola	32526	$840.00
74	7	5	203	Government Complex - Administration		8,319	5	M - F	1651 N. Nine Mile Rd.	Pensacola	32514	$8,184.00
75	7	5	173	Wind Mitigation Bldg.		3,139	5	M - F	3740 Stefani Rd.	Pensacola	32533	$6,480.00
											Zone 7 Total	**$33,972.00**
					Zone 8							
76	8	5	223	Barrineau Park CC		9,888	1	Wed	6055 Bar. Park School Rd	Molino	32577	$4,944.00
77	8	5	125	Molino Admin (Started Feb 2019)		900	2	T-F	3470 Hwy 29		32577	$900.00
78	8	5	292	Molino Cafeteria Dining & Restrooms		1,400	2	Mon & Thurs	899 Hwy 97	Pensacola	32577	$900.00
79	8	5	292	Molino CC		11,280	3	M - W - F	899 Hwy 97	Pensacola	32577	$10,356.00
80	8	5	292	Molino Library		4,320	6	Mon-Sat	6450 N Hwy 95A	Pensacola	32577	$6,600.00
81	8	5	124	Molino Sheriff Sub	**YES, see Scope**	2,000	2	W / Sat	5844 N. Hwy 29	Molino	32577	$1,872.00
82	8	5	302	Molino TC PA		7,133	5	M - F	899 Hwy 97	Pensacola	32577	$5,928.00
83	8	5	185	Quintette CC		1,965	2	M- Thurs	2490 Quintette Lane	Pensacola	32533	$2,640.00
											Zone 8 Total	**$34,140.00**

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
Zone 9												
84	9	5	123	Bryneville CC		3,540	3	M-W-F	1701 Hwy 4A	Century	32535	$1,727.64
85	9	5	61	Century Courthouse		5,206	2	Tue / Thur	7500 N. Century Blvd	Century	32535	$2,976.00
86	9	5	65	Century EMS		4,115	1	Thur	6029 Industrial Blvd	Century	32535	$2,040.00
87	9	5	264	Century Library		2,966	5	Tue-Sat	7991 Century Blvd	Century	32535	$4,728.00
88	9	5	62	Davisville CC		7,124	3	M-W-F	10200 Hwy 97	Bratt	32568	$10,944.00
89	9	5	153	Oak Grove Community Center		1,636	1	F	2550 Hwy 99 North	Oak Grove	32568	$888.00
90	9	5	157	Walnut Hill CC		4,823	2	M - Thurs	7850 Hwy 97	Pensacola	32568	$4,560.00
91	9	5	182	Walnut Hill Sheriff Substation	**YES, see Scope**	1,050	2	M / Thurs	7850 Hwy 97	Pensacola	32568	$1,116.00
											Zone 9 Total	**$28,979.64**
Zone 10 - Health Clinics												
92	10			Northside Clinic (Escambia County Health)	YES, see Scope	5,095	5	M - F	8390 N. Palafox Street	Pensacola	32503	$6,000.00
93	10			Gregory (Escambia County Environmental He	YES, see Scope	11,907	5	M - F	1300 W. Gregory Street	Pensacola	32502	$14,016.00
94	10			Fairfield Clinic (Escambia County Health)	YES, see Scope	45,695	5	M - F	1295 W. Fairfield Drive	Pensacola	32501	$53,796.00
											Zone 10 Total	**$73,812.00**

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
Zone 11 - MC Blanchard Judicial Building												
95	11	2	79	State Attorney	YES, see Scope	36,325	5	M - F	357 S. Baylen Street	Pensacola	32501	$35,736.00
96	11	2	79	Public Defender	YES, see Scope	22,883	5	M - F	357 S. Baylen Street	Pensacola	32501	$22,512.00
97	11	2	79	Clerk of Court	YES, see Scope	64,227	5	M - F	357 S. Baylen Street	Pensacola	32501	$63,180.00
98	11	2	79	Security	YES, see Scope	5,023	5	M - F	357 S. Baylen Street	Pensacola	32501	$4,944.00
99	11	2	79	Court Administration	YES, see Scope	128,657	5	M - F	357 S. Baylen Street	Pensacola	32501	$126,576.00
											Zone 11 Total	**$252,948.00**
					Total Square Footage	**1,350,865**					**Total Bid by Firm**	**$1,243,249.17**

Additional Area Cleaning Cost:

Ceramic: Scrub	0.12	per sq. ft.
Carpet: Shampoo	0.14	per sq. ft.
Window Cleaning Exterior (Outside of Scope)	0.10	per sq. ft.
Window Cleaning Interior (Outside of Scope)	0.08	per sq. ft.
Day Porter	15.75	**Per Hour**

Emergergency Service Call Cost - 2hr. Response Time Based on 1hr. On site.

Century Library	$	175.00
Genealogy Library	$	100.00
Legion Field	$	175.00
Molino Library	$	100.00
S.W. Library	$	100.00
Tryon Library	$	100.00
W. Florida Regional Library	$	100.00
Additional Hourly Rate	$	15.75

Zone Totals	Zone
$42,960.00	1
$294,216.00	2
$92,665.53	3
$235,176.00	4
$36,516.00	5
$117,864.00	6
$33,972.00	7
$34,140.00	8
$28,979.64	9
$73,812.00	10
$252,948.00	11
$1,243,249.17	

AGREEMENT RELATING TO CUSTODIAL SERVICES (P.D. 19-20.092)

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, FL 32502, and Latonya Carter, a sole proprietor d/b/a Ay'Notyal (hereinafter referred to as "Contractor"), FEI/EIN (Not Provided), whose principal address is 4471 Rochelle Drive, Pensacola, FL 32505.

WITNESSETH:

WHEREAS, on August 21, 2020, the County issued a Request for Proposals (P.D. 19-20.092) seeking contractors to perform custodial services for various Escambia County facilities located within eleven zones; and

WHEREAS, Contractor submitted a proposal demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. After being properly executed by the Parties named herein, this Agreement shall commence on November 1, 2020, and continue for an initial term of thirty-six (36) months expiring on October 31, 2023. Upon mutual agreement, the Agreement may be renewed for two additional twelve (12) month terms up to a maximum of sixty (60) months. The County shall provide written notice of the desire to renew or extend the Agreement at least thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's *Request for Proposals Custodial Services for Various Escambia County Facilities, Specification No. P.D. 19-20.092*, attached hereto and incorporated herein as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail. Additional cleaning services and emergency services may be requested by the County on an as-needed basis.

4. Compensation. In exchange for the Contractor's provision of the scope of services referenced in Section 3 above, County agrees to pay the Contractor as follows and as further specified in the Contractor's proposal attached hereto and incorporated herein as **Exhibit B**:

Zone 10 in an amount not to exceed $99,191.40.00 per year.

In exchange for the provision of any requested additional cleaning services or emergency services referenced in Section 3 above, County agrees to pay Contractor as follows:

Additional Area Cleaning Cost		
Ceramic: Scrub	$0.15	per sq. ft.
Carpet: Shampoo	$0.15	per sq. ft.
Window Cleaning Exterior (Outside of Scope)	$0.15	per sq. ft.
Window Cleaning Interior (Outside of Scope)	$0.15	per sq. ft.
Day Porter	$15.50	Per Hour

Emergency Service Call Cost – Two-Hour Response Time Based on One Hour On-Site	
Century Library	$125.00
Genealogy Library	$125.00
Legion Field	$125.00
Molino Library	$125.00
S.W. Library	$125.00
Tryon Library	$125.00
W. Florida Regional Library	$125.00
Additional Hourly Rate	$25.00

Contractor shall be responsible for providing all supplies, equipment, and labor necessary to perform services pursuant to this Agreement.

5. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Price Adjustments. Contractor may request price adjustments once every twelve (12) months. Requests must be provided to the Director of Facilities Management no later than May 1st and shall take effect on November 1st of the year in which the request was submitted. Any requested price increase shall be accompanied by appropriate documentation of a bona fide cost increase to the Contractor based upon an increase in the consumer price index (CPI) and/or an increase in the minimum wage. Any price decrease effectuated during the term of the Agreement

shall be passed on the County by the Contractor. Any price adjustment shall be accomplished by written amendment to this Agreement and approved by the Board of County Commissioners.

7. Changes in Scope. The County reserves the right to increase or decrease the frequency of services or the number of buildings or square footage within a zone as may be required. The County will provide Contractor with not less than forty-eight hours prior written notice of any such modifications. Rates for new areas shall be based upon the cost per square foot as bid for the same or similar building within the zone. No minimum quantity of work is guaranteed during the term of this Agreement, and only those tasks assigned by the Contract Administrator may be compensated.

8. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory Workers' Compensation and Employers' Liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease; and

(d) Fidelity Bond with $1,000,000 per occurrence coverage limit.

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Latonya Carter D/B/A Ay'Notyal	To: Escambia County
Attention: Latonya Carter	Attention: County Administrator
4471 Rochelle Drive	221 Palafox Place, Suite 420
Pensacola, FL 32505	Pensacola, Florida 32502

Rejection or other refusal by the addressee to accept or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state, and local laws, rules, policies, or guidelines related to the performance of this Agreement.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver

this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

20. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-29-2020

CONTRACTOR:
LATONYA CARTER D/B/A AY'NOTYAL

By: _____

Date: _____

_____
Witness

_____
Witness

EXHIBIT A NOT ADA COMPLIANT

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALS

CUSTODIAL SERVICES FOR VARIOUS ESCAMBIA COUNTY FACILITIES
SOLICITATION NUMBER PD 19-20.092

Responses will be received until 2:00 PM, CDT, September 04, 2020

A pre-solicitation conference will NOT be held

ESCAMBIA COUNTY OFFICE OF PURCHASING
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All request for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal Responses will be provided.

Assistance:

Jeffrey Lovingood
Purchasing Coordinator
Phone: 850-595-4953
Email: JDLovingood@myescambia.com

Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by

the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within three percent (3%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent (2%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent (4%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all, or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

Escambia County, Florida
Request for Proposals

Proposer's Checklist
Custodial Services for Various Escambia County Facilities

Solicitation Number PD 19-20.092

HOW TO SUBMIT YOUR PROPOSAL

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- Electronic Copies – The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One (1) original and one (1) electronic copy via CD or flash drive OR uploaded via Vendor Registry.
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the "Insurance Requirements" portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at http://www.sunbiz.org/search.html)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A "NO PROPOSAL":

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter "No Proposal" in the "Reason for no Proposal" block, the firm's name, firm's address, and signature of a person authorized to sign on behalf of the firm.

Custodial Services for Various Escambia County Facilities

PD 19-20.092

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

	Page
Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Entity Crimes	1
Drug-Free Workplace Form	3
Information Sheet for Transactions and Conveyances Corporate Identification	4
General Terms and Conditions	6
Special Terms and Conditions	8
I – General Information	15
II – Information Required from Submitters	17
III – Criteria for Selection	19
IV – Scope of Work	20
Escambia County Ordinance and Resolution	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is:

_____

_____

and, if applicable, its Federal Employer Identification Number (FEIN) is:

_____
(If the entity has no FEIN, provide the Social Security Number of the Individual signing this sworn statement.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity, or with an agency or political subdivision of any other state or of the United State, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United State and involving antitrust, fraud, theft, briber, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a please of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

management of the entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

Please indicate which statement applies:

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Please attach a copy of the Final Order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO (2) OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

SIGNATURE

Sworn to and subscribed before me this ____ day of _____, 20___

Personally known _____ OR produced identification _____ (ID Type: _____)

Notary Public in the State of _____

My Commission Expires: _____

_____

Printed, Typed, or Stamped Commissioned Name of Notary Public

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilt or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good-faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

CHECK ONE:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES
CORPORATE IDENTIFICATION

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is therefore vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Please Circle One

Is this a Florida Corporation? Yes or No

If not a Florida Corporation,

In what state was it created? _____

Business Name as spelled in that state: _____

What kind of corporation is it? "For Profit" or "Not for Profit"

Is the corporation in good standing? Yes or No

Is the corporation authorized to transact business in the State of Florida? Yes or No

If so, please provide the State of Florida Department of State Certificate of Authority Document Number: _____

Does the corporation use a registered fictitious (d/b/a) name? Yes or No

Names of Officers:

President: _____

Corporate Secretary: _____

Vice President: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (as used in Florida)

_____

spelled exactly as it is registered with the state or federal government

Corporate Address:

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip _____

Please provide both the post office box and street address for mail and/or express delivery; also for recorded instruments involving land. **(Please continue and complete page 2)**

INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES
CORPORATE IDENTIFICATION

Federal Identification Number: _____

For all instruments to be recorded, taxpayer's identification is required.

Contact Person for the Company:

Email: _____

Tel.: _____

Fax: _____

Printed Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, the Agreement will be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the firm's Board of Directors on behalf of the company. The awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing.

_____

- END –

Information reviewed by County for responsiveness by: _____

Date: _____

ESCAMBIA COUNTY, FLORIDA
GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information below) by telephoning the Office of Purchasing at (850) 595-4980, or by emailing purchasing@myescambia.com.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer, and Bid Form, in accordance with these General Terms and Conditions constitute an offer from the Offeror. If any or all part of the offer are accepted by Escambia County, Florida, and authorized representative of the County shall affix their signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information: https://myescambia.com/our-services/purchasing then click "Solicitations."

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
- 5.01 Taxes
- 5.02 Discounts
- 5.03 Mistakes
- 5.04 Condition and Packaging
- 5.05 Safety Standards
- 5.06 Invoicing and Payment
- 5.07 Annual Appropriations

6. Additional Terms and Conditions
7. Manufacturer's Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
- 9.01 County Procedure on Acceptance of Gifts
- 9.02 Contractors Required to Disclose Any Gift Giving
- 9.03 Gratuities

10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancelation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – Click Here to access the Department of State, Division of Corporations Certification/Registration Form for Doing Business in Florida.
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. Online Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

INSTRUCTIONS TO OFFERORS

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.092, Custodial Services for Various Escambia County Facilities, Name of Submitting Firm, September 04, 2020 at 2:00 PM CDT.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/disqualification of submittal;

2) Termination of contract; or

3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check, or certified check in the amount of One Thousand Dollars ($1,000.00).

Checks or bonds are to be made payable to Escambia County, Florida. **The amount of the check or bond is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.**

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by the contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the Purchase Order by signing the Solicitation, Offer, and Bid Form and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of their cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. The last day for questions will be September 01, 2020 at 5:00 PM CDT.

4. Proposal Forms

This Solicitation contains a Solicitation, Offer, and Proposal Form which shall be submitted by either (choose one):

- A sealed envelope, with Original (wet) signature in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted. **Firms electing to submit original forms shall also provide a complete copy of the bid response via CD or flash drive.**
- Uploading to Vendor Registry a PDF of the signed Bid Form with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

There will be no pre-solicitation conference.

6. Diversity

Pursuant to Resolution R2018-87, the Escambia County Board of County Commissioners has expressed its support for diversity in the County's procurement process and affirmatively encourages all vendors, contractors, and subcontractors providing goods or services for the County to promote diversity and provide equal opportunities for the participation of local small-, minority-, women-, and service-disabled veteran-owned businesses.

Pursuant to Sec. 46-110, Sec. 46-111, and Sec. 46-112 of the Escambia County Code of Ordinances, Escambia County is committed to providing the maximum opportunity for increased participation of local small-, minority-, women-owned business enterprises in the procurement of goods and services by the County. Qualifying businesses who wish to participate in this program may apply for certification as a small, minority, and/or woman-owned business by contacting the Office of Purchasing.

Please note: Sec. 46-110, Local Preference in Bidding, Sec. 46-111, Small Business Enterprise Program, Sec. 46-112, Participation of Minority and Women Business Enterprises, and Resolution R2018-87 are attached to this document. Compliance with

7. Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

   1. The potential for fire, explosion, corrosiveness, and reactivity;

   2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

   3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

8. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state, and local safety codes.

9. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

10. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. Protection of Property/Security

A. The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

B. All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

C. The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

D. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

E. The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

F. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

G. The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evening and weekends.

H. The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

12. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

13. Contract Term/Renewal/Termination

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for up to two (2) additional twelve (12) month periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

14. Option to Extend the Term of the Contract

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed five (5) years.

15. Pricing

All services sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

16. Changes – Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas.

A. Description of services to be performed

B. Time of performance (i.e., hours of the day, days of the week, etc.)

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

17. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

18. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

19. Award

Award shall be made on an "all-or-none total by zone".

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

A. In an effort to encourage small businesses that may not have the infrastructure to service a client as large as the County, the Board of County Commissioners has asked that all of the County facilities be put into smaller Zones that small businesses can service.

B. With this in mind, vendors are encouraged to bid on each Zone, however, the vendor's bid for a Zone should reflect that the bid is a stand-alone price for that Zone.

1) The vendor may or may not be awarded any Zones.

2) The vendor may or may not be awarded multiple Zones.

C. Any firm that bids on a Zone and refuses to accept award or refuses to enter into an agreement with the County for any reason shall have the firm's Bid Surety retained by the County and not returned to the vendor.

20. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period, or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

21. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is

finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

Non-Contract Insurance Requirements

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred", however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract, or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall

be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract, or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage – Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract, or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract, or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   213 Palafox Place 2nd Floor
   Pensacola, FL 32591
   Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Fidelity/Dishonesty/Liability Coverage – for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety, and Insurance)

Part I	General Information:
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors:
2-1	Proposal Format and Content
2-2	Introduction
2-3	Understanding the Project
2-4	Methodology Used for the Project
2-5	Management Plan for the Project
2-6	Experience and Qualifications
2-7	Cost Proposal

Part III	Criteria for Selection:
3-1	Evaluation Matrix
3-2	Evaluation Criteria
3-3	Evaluation Method
3-4	Non-Responsive Proposals
3-5	Notification
Part IV	Scope of Work:
4-1	Summary
4-2	Custodial Cleaning Specifications
4-3	Custodial Schedules
4-4	Special Instructions for Buildings
4-5	Additional Provisions
4-6	Contractor Requirements
4-7	Cost Increases
4-8	Additions/Deletions
4-9	Complaints
4-10	Supplies, Chemicals, and Equipment
4-11	Safety Requirements
4-12	Inspection Criteria

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to provide Custodial Services in County-owned and maintained facilities as noted in Exhibit "A". The primary objective of this RFP is the selection of the most qualified and experienced Contractor(s) to provide these Custodial Services in a manner that is most advantageous to the County.

1-2 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Donald Knight, Custodial Manager, Facilities Management Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-3 CONTRACT CONSIDERATION

It is expected that the contract shall be a multi-award, term agreement, and shall officially begin on October 1, 2020.

1-4 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-5 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Coordinator, in writing via email at JDLovingood@myescambia.com.

1-6 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-7 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing (Advertisement) Date……..….August 21, 2020

B. Last Date for Questions…….September 01, 2020 at 5:00 PM CDT

C. Receipt of Proposals.....September 04, 2020 at 2:00 PM CDT

D. Ranking Meeting.....September 09, 2020

E. Target Board Date…..……....September 17, 2020

F. Projected Start Date……..…….October 01, 2020

1-8 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in their proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-9 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-10 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-11 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

All Proposers shall provide a straightforward and concise description of their ability to meet the RFP requirements.

All RFP documents (excluding the Excel Spreadsheet) shall be contained in a single PDF- or Microsoft Word-type document. The Excel Spreadsheet will also be returned complete as a single document.

There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. All proposals submitted in a sealed envelope shall be in spiral binding or "GBC" type binder with all pages 8.5" x 11" format. The County discourages overly lengthy or costly proposals.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP. It is understood by the County that staff may need to be hired to accomplish the tasks required. Firms shall provide an organizational chart and narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed.

[a] Title,

[b] Résumé,

[c] Location(s) where work will be performed,

[d] Itemize the total cost and the number of estimated hours for everyone named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those staff or subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract. A substitution of staff or subconsultants, the addition of any subconsultants, or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Provide reference names and phone numbers for similar projects your firm has completed.

It is understood that firms will likely need to hire new staff to perform the duties outlined in this solicitation. For any employees that will need to be hired as a result of this award, please include a job description for the role(s) that will be filled, as well as your companies policies and procedures related to hiring and training.

2-7 COST PROPOSAL

Please see the attached Excel spreadsheet for Proposal pricing information. The Excel spreadsheet provides firms with a list, by zone, of each building/facility to be serviced.

A. Firms shall provide pricing based on the annual cost for servicing each building within a zone, based on a three (3) year agreement with up to two (2) one-year renewals.

B. Proposers are asked to offer complete pricing for each of the eleven (11) zones the firm is willing to service for the mutually agreed upon term noted in **2-7, A.**, above. Proposers are not required to offer pricing for any zone they do not wish to service.

C. **At the discretion of the Selection Committee, firms <u>may</u> be recommended for award by the Board of County Commissioners for zero, one, or multiple zones.** It is therefore imperative that pricing for each zone shall be "stand-alone" pricing representing the true cost to the County of that specific zone. The prices offered for each zone by the Proposer shall not be based on the firm being awarded any other zone. The pricing listed for any zone shall be considered a stand-alone price and the recommended award for such zone shall have no bearing on the recommendation to award any other zone.

D. **The Selection Committee reserves the right to limit the number of zones for which a firm will be recommended for award.**

E. Proposals that do not provide pricing for each building <u>within a zone</u> will result in the zone being considered non-responsive. If the overall proposal is responsive other zones bid will be considered, however, the County cannot select Vendors to service a zone based on incomplete information.

F. Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies,

overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

G. In addition to the pricing for each zone, firms are asked to complete the Excel spreadsheet relating to Additional Area Cleaning Cost and Emergency Service Call. These are requested rates for any services outside the standard Scope of Work and shall be completed in full. Incomplete information for Additional Area Cleaning Cost and Emergency Service Call may result in a Proposer's complete bid being deemed non-responsive.

2-8 The Board has requested that each firm provide their status relating to being a minority-, woman-, and/or veteran-owned business. If a firm is using sub-contractors, the Bidder must provide the business status of the sub-contractor.

Additionally, the Board has requested that Bidders provide a breakout of the firm's employees by minority status, as well as the status of employees of any sub-contractor that will be performing the work.

The following are the designations requested:

1. **WOSBE** – Woman-Owned Small Business Enterprise
2. **VOSB** – Veteran-Owned Small Business
3. **SDVSOB** – Service-Disabled Veteran-Owned Business
4. **EDWSOB** – Economically Disadvantaged Woman-Owned Small Business
5. **DBE Certified** – Disadvantaged Business Enterprise
6. **SBA 8(A) Certified** – Small Business Administration program for small businesses owned by socially and economically disadvantaged people or entities.
7. **HUBZone Certified** – Historically Underutilized Business Zone, a federal program to encourage small businesses to locate in and hire employees from economically disadvantaged areas.
8. **Minorities**:
    A. African American
    B. Hispanic
    C. Asian
    D. Native American
    E. Pacific Islander

Please note that a copy of the Escambia County Code of Ordinance related to Small Business Enterprise (Sec. 46-111) and Participation of Minority and Women Business Enterprises (Sec. 46-112) has been included in this document.

PART III CRITERIA FOR SELECTION

3-1 EVALUATION MATRIX

To ensure that all RFP's are fairly evaluated, scored, and ranked, it is particularly important that the RFP's are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of the vendor's proposal.

All proposals will be evaluated on the following scale:

		Maximum Point Value
1.	Scope of Services	10
2.	Adequacy of Staffing and Supervision	20
3.	Related Experience	20
4.	Safety Program and Training of Personnel	10
5.	Distance to Sites	20
6.	Proposed Fee Schedule	20
	Total Points Possible:	**100**

3-2 EVALUTATION CRITERIA

The recommendation to award any contract(s) will be based on each firm's responses to the following criteria as addressed in the RFP. References to "Project" in the evaluation criteria are related to potential projects within the services described in this RFP. Please separate the RFP responses into the following categories:

1. Scope of Services

A. Describe your firm's depth of understanding of the work.

B. Clarify your firm's capacity to successfully provide the services required. Additionally, firms shall include their plan for scaling up trained staff in preparation for an October 1, 2020 start date.

C. Include quality assurance procedures to be utilized.

D. Indicate the firm's willingness to work with County staff in the creation and implementation of site-specific work-orders and task plans.

2. Adequacy of Staffing and Supervision

A. Describe the typical organizational structure to be used to staff County facilities and the responsibilities of each staff member.

B. Provide a brief résumé of proposed Site Supervisor(s) and other key positions. No more than one page dedicated to each individual.

C. Provide an organization chart for each Zone and indicate which positions are full- and part-time. Include an organizational chart showing corporate support, if applicable.

D. Provide staff qualifications including job descriptions which indicate minimum qualifications required.

E. The County recognizes that in order to recruit and retain quality personnel, the Proposer may offer a package of benefits including life insurance,

health insurance, and paid leave, among other potential benefits. Please indicate the benefits offered/provided to employees and if the company or employee pays the expense.

F. Indicate the Proposer's plan to minimize turnover and assure the highest rates of retention. Provide a five (5) year history of turnover for all previous contracts.

3. Related Experience

A. List all clients currently under contract.

B. Include information on previous and current experience with commercial contracts of similar size and/or dollar value.

C. Include reference letters from the client on each of the three (3) most closely related agencies or businesses. References are to be specific to the Proposer. The references shall include the company name, address, contact email address and phone number. References shall not include any County employees or members of the Escambia County Board of County Commissioners.

D. Include approximate square footage and cost of contract(s).

E. Provide a summary of any litigation, claim, or contract dispute(s) which have been finalized and/or decided by a Court of Law, which were filed by or against the Proposer in the past five (5) years. Include a summary of the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved.

4. Safety Program and Training of Personnel

Provide a copy of the Proposer's Training Plan to include but not be limited to the following:

A. Management's Safety Policy Statement.

B. Hazard Assessment and Safety Planning processes.

C. Staff training plans for Occupational Safety and Health (OSHA).

D. Plans for the handling and clean-up of blood-borne pathogens.

E. Driver safety training, including golf cart operations.

F. Staff orientation program.

G. On-going training and experience requirements.

H. Data to support the existence and quality of the programs the Proposer brings to the operation with respect to providing a safe and secure workplace.

5. Distance to Sites

Indicate the primary location of the Proposer's office that will have direct responsibility for this contract. If the distance from the project exceeds sixty (60) miles, describe how the project would be effectively managed or what limitations in services, if any, the County might expect as a result of the distance.

6. Proposed Fee Schedule

A. Provide the pricing schedule on the Price Proposal Form (Excel).

B. The proposed rates shall remain firm for the first year of the contract term and shall include all charges incurred in fulfilling the terms of the contract.

C. Each year, on or before January 31, the awarded vendor may request a rate increase.

1) An increase in contract rates will require prior written approval by the County and shall take effect at the next fiscal year or renewal period, if any remain, and if the Board awards the new rate.

2) All increases related to changes in wage law(s) or other applicable laws shall not be retroactive and can only be granted for the upcoming year of service. When wages are affected by changes to the wage law(s), only the specific positions affected by the wage law(s) will be reviewed to determine the increase.

3) Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

3-3 EVALUATION METHOD

The County will appoint a Selection Committee to evaluate proposals and will evaluate and rank all responsive proposals to determine which proposal(s) best meet the needs of the County based on the evaluation criteria. A firm(s) shall then be recommended for award by the Escambia County Board of County Commissioners.

The County may elect to choose to award zero, one, or multiple zones, and may adjust which buildings are within each zone.

The County shall be the sole judge of its own best interests, the proposals, and the approval of any resulting contract. The County's decisions shall be final.

3-4 NON-RESPONSIVE PROPOSALS

Non-responsive proposals will be rejected by the Purchasing Department and may not be distributed to the Selection Committee for consideration. Additionally, the Selection Committee may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include but are not limited to the following:

1. Failure to sign the proposal and failure to have the proposal signed by someone with authority at the firm to sign a binding agreement.
2. Failure to acknowledge addenda (unless all changes are not material to the Scope).
3. Failure to provide required submittals/documentation.
4. Submission of a late proposal.
5. Firm does not meet minimum requirements.

3-5 NOTIFICATION

Upon completion of the evaluation of all written proposals, the Selection Committee will meet on September 09, 2020. At this time, the Selection Committee shall rank then recommend firms for zero, one, or multiple zones.

The Ranking meeting is a public meeting; however, it is not a public-participation meeting. Firms can join by coming to the Office of Purchasing for the Ranking meeting or by attending a videoconference, the link for which will be provided to all responsive proposers.

PART IV SCOPE OF WORK

4-1 SUMMARY

The Contractor shall provide all labor, supplies, and equipment needed to perform required services. The Scope is defined as cleaning and maintaining all interior areas and exterior entrances for the building under contract unless otherwise specified in writing by Facilities Management.

DEFINED TASK: The following tasks defined as general cleaning shall be deemed the "Scope of Work" for the purposes of this solicitation.

4-2 CUSTODIAL CLEANING SPECIFICATIONS

A. Floor Maintenance

Floors shall be cleaned in accordance with the following standards to maintain a safe, sanitary condition, present a pleasing appearance, and provide protection from damage.

1. **Damp Mopping:** A damp-mopped floor shall have an evenly cleaned surface that is free of dirt, dust, hair, mop marks, smears, film, dirt residue, streaks, debris, and standing water. All mop marks on baseboards, doors, and furniture shall be removed. Floors that cannot be cleaned satisfactorily by damp mopping shall be scrubbed.
2. **Scrubbing:** A scrubbed floor shall have an evenly cleaned surface that is free of dirt, dust black marks, and other foreign matter to the floor surface. Wax that has been removed during the scrubbing operation shall be reapplied.
3. **Buffing:** A buffed floor will be done in such a manner that the finish will be evenly distributed on the floor surface. The floor surface shall present an even, clean, and uniform sheen, with no brush marks left upon completion of work. Floors shall be dust mopped, damp mopped, and have black marks removed prior to buffing operation.
4. **Spray Buffing:** A spray-buffed floor shall have received spray applications of wax and sufficient buffing to provide a high gloss finish that blends in with the surrounding floor finish. The floor surface shall be cleaned to remove all dust, dirt, and black marks prior to the buffing operation.
5. **Stripping of Waxed/Sealed Surfaces:** A properly stripped floor shall have all wax/sealer removed down to the flooring material. The floor shall be left free of all dirt and stains.
6. **Waxing:** A properly waxed floor shall have an even coating of slip-resistant wax. The floor shall be clean and bright, including corners and under furniture. Wax shall be buffed to a uniform sheen, leaving no brush marks. If self-polishing wax is used, buffing is not required.
7. **Sealing:** A properly sealed floor shall have an even coating of slip-resistant sealer. The floor shall be clean and bright, including corners and under furniture.
8. **Polishing:** A properly polished floor area shall be free of small objects such as paper clips, staples, etc. This shall include removal of trash and debris of building interior and exterior doorways.

9. **Vacuuming:** A properly vacuumed floor, carpet, elevator, and stairway shall be free of all dust, dirt, cobwebs, grit, and lint. This includes debris in corners, behind doors, and under furniture (except permanently positioned items, such as built-in, safes or file cabinets). Removal of chewing gum or other foreign matter is considered part of vacuuming process.

10. **Detailing:** Properly detailed carpeting shall be vacuumed with edging tools around edge of carpet, desk legs and other areas inaccessible to equipment. This process shall be done at the time of each vacuuming or cleaning.

11. **Steam Cleaning:** Properly steamed carpet shall be free of dirt, streaks, stains, and spots.

12. **Spot Cleaning:** All floor and carpet areas spot cleaned shall be free of all stains, deposits, and cleaning marks.

13. **Rug and Carpet Care:** A properly cared for carpet shall be free of dirt, streaks, stains, spots and have a bright uniform color.

14. **Interior Concrete, Brick, and Ceramic Tile Floor Care:** Properly cared for concrete, brick and ceramic tile floors shall be free of streaks, stains, black marks, spots, gum, and other foreign matter to floor surfaces and shall have a bright, uniform color and appearance. Waxing of concrete and ceramic tile floors is prohibited.

15. **Baseboard Care:** All baseboards shall be kept clean and free of dust, dirt, splash marks and other matter foreign to the surface. Baseboards should be free of wax buildup at VCT floors.

B. Building Surfaces Maintenance

Building surfaces shall include doors, elevators, interiors, shelves, walls, trim, woodwork, handrails, stair rails, banisters, baseboard, frames, windowsills, ledges, and other horizontal surfaces.

1. **Vacuuming/Dusting** – A properly vacuumed/dusted surface is free of all dust, dirt, streaks, lint, and cobwebs.

2. **Washing** – Properly washed doors, walls, trim, woodwork, shelves, baseboards, handrails/stair rails, including their component parts, shall be clean and free from all dirt, dust, film streaks, smudges, lint, cobwebs, and debris.

3. **Damp Wiping** – Surfaces properly damp wiped shall be free of dirt, dust, marks, film, streaks, smudges, lint, cobwebs, and other debris.

4. **Horizontal Surfaces(s) Care** – Properly cared for horizontal surfaces shall be free of all dust, dirt, streaks, lint, and cobwebs.

5. **Metal Cleaning and Polishing** – Properly cleaned and polished metal surface(s) shall be clean and bright without deposits or tarnish. Metal cleaner shall be promptly removed from adjacent surfaces.

6. **Spot Cleaning** – Surfaces adequately spot cleaned shall be free of all stains, deposits and substantially free of cleaning marks.

7. **Glass and Mirror Cleaning** – Glass and mirrors accessible surfaces cleaned shall be without streaks, film, smudges, deposits and stains with a

uniformly bright appearance and adjacent surfaces wiped clean. Glass surfaces shall include, besides windows and mirrors, all display cases, and cabinets, building directory board enclosures, picture frame enclosures and glass panels within or adjacent to interior and exterior doors.

C. Windows Maintenance

1. **Window Washing and Brushing of Screens** – Properly washed window/door pane and frame shall be free of dirt, film, smudges, streaks, and other debris both inside and out. Screens, sunshade screens and screen frame shall be free of dust, dirt, cobwebs, lint, and other debris. Brushing shall be accomplished outside of building at location that does not conflict with other activities or cause damage to screens. Screens that are removed shall be replaced in their original positions.

2. **Vertical/Mini-Blinds** – Properly cleaned blinds(s) shall be free of all dirt, dust, smudges, film, streaks, lint, and cobwebs.

3. **Drapery Care** – Draperies shall be vacuumed in place. Extreme care shall be taken to protect draperies during the vacuuming process.

4. **Windows** – Both interior (all floors) and exterior (1st Floor) windows should be cleaned minimum twice (2) per year starting before each term (March and October), or as needed as determine by the County representative.

D. Furnishings Maintenance

1. **Furniture Care** – Properly cared for furniture, wall hangings, and office equipment shall be free of surface dirt, dust, streaks, spots, smudges, oily film, lint, and cobwebs. Furniture shall include desks, tables, chairs, bookcases, file cabinets, etc. Wood furniture shall be polished with the appropriate wood or laminate polish that will restore the original shine.

2. **Breakrooms, Kitchens, Lunch and Snack Area Tables, Chairs and Other Surfaces** – Wash and disinfect top and sides of tables, chairs, and other surfaces. Tables shall be clean and free of dirt, dust, smudges, deposits, and debris, including chairs, cabinet tops, sinks, and other surfaces.

3. **Drinking Fountains** – All drinking fountains, porcelain, and polished metal surfaces, including the orifices and drains shall be disinfected. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other soil. This requirement includes all drinking fountains within the facilities and considered a part of the building unit to which they are located in or nearest to and identified as a part of the facility.

4. **Light Fixtures** – Interior and exterior - Properly cleaned fluorescent fixtures shall be free of stains, dust, bugs, dirt deposits and cleaning marks. Other light fixtures that have a globe and shade or plastic type panel shall be free of all stains, bugs, dust, dirt deposits and cleaning marks.

5. **Ashtray and Urns** – Properly cleaned ashtrays shall be free of all ashes, deposits, stains, and debris. Urns shall be free of all cigarette butts and debris DAILY.

6. **Walk-Off Mats** – All walk-off mats shall be dry and free of dirt, lint, streaks, stains, and spots.

7. **Trash Containers** – Properly cared for trash receptacles(s) shall be emptied, cleaned, and left dry, free of sludge, deposits, dirt, streaks, and odors both inside and out. Trash receptacle refers to all receptacles used for the collection of wastepaper and debris, including swing top containers, wastebaskets, and similar containers. All trash receptacles shall have a new plastic trash can liner installed each time after the trash is removed and the receptacle has been cleaned.

8. **Partitions** – Properly cleaned partitions(s) shall be free of dirt, lint, deposits, streaks, and smudges.

9. **Cleaning of Upholstery** – Upholstered furniture properly and satisfactorily shampooed shall be free of dirt, streaks, stains, and spots.

E. Bath/Toilet Rooms, Gym Shower Rooms, and Utility Spaces

1. Properly cared for bath/toilet rooms, locker rooms and utility spaces shall have their flat surfaces dusted, and trash removed.

2. Wash basins, utility sinks, toilet bowls and seats, urinals, plumbing fixtures, air vents, mirrors and dispensers shall be cleaned and disinfected each time a cleaning service is provided.

3. Toilets and urinals shall be free from streaks, stains, scale, scum, urine deposits, rust stains, and odors. Wash basins and utility sinks shall be free from streaks, stains, scale, scum, rust stains, soap deposits and odor.

4. Wainscots, baseboards, stall partitions, doors and walls shall be free of all stains and spots.

5. Floors shall be swept, mopped, and disinfected during each service. Floor and wall areas within the immediate proximity of urinals and toilets bowls shall be cleaned and disinfected and kept odor free.

6. Bath enclosures, shower walls, including shower curtains and shower floors, shall be cleaned, and disinfected to remove all spots, streaks, and soap deposits each time a service is provided.

7. Plumbing pipes, fixtures, faucets, and metalwork shall be clean and bright, and free of dirt, dust, and deposits.

8. All dispensers (paper towels, toilet paper, toilet seat sleeves, hand soap, sanitizer, and sanitary napkin/tampon) shall be filled as required.

9. All floor drains shall be disinfected on a weekly basis.

F. Removal of Trash and Recycle Containers

1. To include the removal and disposal of trash from trash receptacles and recycling containers, as well as trash in boxes, bags or other items marked “trash” and placed next to trash containers or in hallways.

2. Also includes picking up trash from all exterior trash containers and removing cigarette butts from urns and maintaining clean urns with fresh sand.

3. The Contractor will comply with any current or future recycling program(s) established by the state, the county, the municipality.

4. The County will provide trash and recycling dumpsters in various locations on each location.

G. Entranceway Service and Sidewalks

1. Doors, door frames, door glass, door handles and plates shall be cleaned/or polished to present a clean appearance free from tarnish, streaks, stains, and hand marks.

2. All covered breezeways shall be treated as an exterior building surface and shall be cleaned in accordance.

H. Computer and Office Areas

1. Rooms, areas, and spaces containing electronic data processing equipment shall be vacuumed, damp wiped, damp mopped and/or surfaces washed as scheduled. No sweeping shall be allowed in these equipment rooms and associated spaces; dusting with cloths shall not be permitted. Cleaning of raised floors and concrete decks in these rooms shall be performed in such a manner that no liquids will seep through or penetrate the sub-floor cabling and ductwork.

2. The Contractor shall not move nor jar PC's, printers or any other piece of equipment used for data processing. Contractor shall exercise extreme caution when using water buckets in data processing areas, mounting them in dollies to prevent spillage. Contractor shall, without delay, report any spillage or other errors in the cleaning operation to the Escambia County representative.

3. The Contractor shall prohibit their employees from disturbing papers or any items on desks, opening desks or file drawers, using telephone or office equipment, or otherwise disturbing the day-to-day operations of the County.

I. Elevator Service

As part of the scheduled cleaning of floors and surfaces, the Contractor shall clean all interior surfaces and external doors of passenger and service elevators to maintain a clean appearance. Metal surfaces shall be properly cleaned and polished without fingerprints, deposits, or tarnish. This includes all elevator tracks.

J. Dusting

1. **Low Dusting** – After low dusting all dust, lint, litter and dry soil shall be removed from the horizontal surfaces of file cabinets and other types of office furniture and equipment, and from horizontal ledges, windowsills, handrails to a line 7' above floor level.

2. **High Dusting** – After high dusting all dust, lint, litter and dry soil shall be removed from all surfaces 7' above the top of the floor surface. Blinds, where installed, are included in high dusting, whether above or below the 7'.

3. **Other** – Clean off all spider webs on interior/exterior building surfaces and all stairwells.

K. Office/Conference Areas (Each Occurrence):

1. **Trash Receptacles** – Empty trash in designated areas, replace liners in the receptacle.
2. Sanitize telephone and telephone handsets.
3. Remove trash from behind doors and entrance ways.
4. Vacuum all carpeted areas.
5. Spot clean carpet (as spots appear).
6. Clean and dust all room furniture and fixtures.
7. Wash interior windows (as needed).
8. Dust all spaces (Do not move or rearrange papers on office desks or work surfaces).
9. Wipe and clean air diffusers, returns, and grilles associated with the building's heating, ventilating, and air conditioning systems.
10. Wipe and clean ceiling light-fixture covers (as needed).
11. Recycle Receptacles – Empty recyclables to designated areas.

L. Resilient Floor Area (Each Occurrence):

1. Sweep floors.
2. Dust mop marble, hardwood, and ceramic floors with dust treatment.
3. Damp mop vinyl tile or resilient floors with germicidal floor cleaner.
4. Spray buff vinyl tile or resilient flooring, as needed to maintain a high luster with no scuff marks.
5. Wall Baseboards – Clean and keep free of dust and wax build up.

M. Gymnasium Floor Area (Each Occurrence):

1. Dust mop flooring with appropriate dust treatment.
2. Damp mop flooring with appropriate cleaner.
3. Wall Baseboards – Clean and keep free of dust and dirt build up.

N. Carpet Floor Areas (Each Occurrence):

1. Vacuum <u>all</u> carpeted areas.
2. Spot clean carpet (as spots appear).
3. Wall Baseboards – Clean and keep free of dust build up.

O. Entrance and Common Areas (Each Occurrence):

1. Vacuum carpets and carpet runners.
2. Remove trash and replace trash receptacle liners.
3. Clean and sanitize all water fountains.
4. Clean restrooms (As per restroom cleaning requirements).

5. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.

6. Empty and wipe clean trash and cigarette butt receptacles at exterior entrances.

7. Wash exterior windows, store fronts, and doors at building entrances (inside and out).

8. Clean, sweep, and wash down exterior entrances up to 25 feet from doors.

P. Janitorial Storage Closets (Each Occurrence):

1. Mops rinsed clean after use and hung properly to air dry.

2. Room cleaned and equipment neatly stored.

3. Trash and combustible materials removed.

4. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.

5. Properly store all cleaning solvents and agents.

6. Ensure janitorial sink faucets and fill hoses are properly secured.

Q. Break Room and Kitchen Areas (Each Occurrence):

1. Empty trash receptacles and replace liners.

2. Clean counter tops, sinks, tables, and chairs with germicidal cleaner.

3. Wipe down countertop appliances (coffee machines, microwave ovens, etc.) with the manufacturer's approved cleaning product.

4. Wipe down refrigerator, stove, and dishwasher's exteriors with the manufacturer's approved cleaning product.

5. Recycling Receptacles – Empty all recyclables and deliver to designated dumpster/receptacle location.

6. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.

7. Scrub and maintain a brilliant shine on all stainless steel and chrome (sinks and plumbing fixtures).

R. Restrooms (Each Occurrence):

1. Empty trash receptacle and replace liner.

2. Clean and sanitize sinks/lavatories.

3. Clean and disinfect toilets/commodes.

4. Clean and disinfect urinals. Waterless urinals are to be cleaned in accordance with the manufacturer's recommended procedures.

5. Clean mirrors.

6. Spot clean walls and toilet partitions.

7. Dust tops of the partitions and other collectors.

8. Sweep and damp mop floors with germicidal cleaner.

9. Clean and sanitize infant changing stations.
10. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
11. Refill and maintain adequate levels of soap, paper towels, toilet paper, and toilet seat dispenser covers.
12. Clean and polish all chrome and bright work.
13. Sanitize floor drains.

S. Shower/Dressing Areas (Each Occurrence):

1. Empty trash receptacle and replace liner.
2. Clean and sanitize shower walls, floors, and curtains.
3. Dust tops of the partitions and other collectors.
4. Sweep and damp mop dressing area floors with germicidal cleaner.
5. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
6. Refill and maintain adequate levels of soap and paper towels.
7. Clean and polish all chrome and bright work.
8. Sanitize floor drains.
9. Clean mirrors.

T. Parking Garage (As required):

1. Trash Receptacles at each elevator landing– Empty trash in designated areas, sanitize and replace liner in the receptacle.
2. Sanitize elevator controls at each landing and inside of cab.
3. Remove trash from behind doors in stairwells.
4. Sweep stairwells from ground to roof level.
5. Spot mop stairwells (as spots appear).
6. Clean and polish interior of elevator cab.
7. Sweep and wash vinyl flooring inside of elevator cab.

U. Miscellaneous Duties (Each Occurrence):

1. Clean and sanitize water fountains. Scrub and maintain a brilliant shine on all stainless steel and chrome.
2. Sanitize and disinfect desk top telephones and telephone handsets.
3. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
4. Recycle Receptacles – Empty Recyclables to designated areas.

V. Miscellaneous Duties (As Required):

1. Polish all wood furniture, i.e. chairs, tables, desks, cabinets, etc.

2. Clean and sanitize wall light switch plates.
3. Remove fingerprints and pen marks from walls, doors, partitions, etc.
4. Dust all picture frames.
5. Clean windowsills, and wipe down both the fire extinguishers and the emergency lights.
6. Check for and remove cobwebs.
7. Clean air diffusers, returns, and all grilles (wall/ceiling).
8. Area carpet shampooing is at the Owners discretion, and only when requested by Facilities Management. Custodial Vendor may submit a request to the County Representative if they determine an area needs shampooing for approval. No building occupant has the authority to request these services.
9. Stripping and waxing of floors are at the Owners discretion, and only when requested by Facilities Management. Custodial Vendor may submit a request to the County Representative if they determine an area needs stripping and waxing for approval. No building occupant has the authority to request these services.
10. A minimum of four coats of high-quality wax is to be applied in order to maintain a high luster and shine.

4-3 CUSTODIAL SCHEDULES

A. Offices

1.	Dust all horizontal surfaces	Daily
2.	Wash whiteboards/chalkboards, clean erasers & empty pencil sharpeners	Daily
3.	Clean desks and desk tablets	Daily
4.	Empty all trash containers	Daily
5.	Straighten desks and furniture	Daily
6.	Vacuum walk off mats	Daily
7.	Clean/sanitize water fountains	Daily
8.	Dry mop/spot mop all hard surface floors & vacuum/spot clean all carpeted floors	Daily
9.	Clean entrance glass	Daily
10.	Empty recycling containers/trays	Daily
11.	Wet mop hard surface floors entirely	Daily
12.	Spot clean walls/switch plates/doors	Weekly
13.	Clean windows/frames/ledges	Weekly
14.	Dust wall/ceiling air vents/ventilator covers	Weekly
15.	Empty all trash containers	Daily

	16.	Clean desks (do not disturb papers or items on desks)	Daily
	17.	Clean and sanitize telephones	Daily
	18.	Dry mop/spot mop all hard surface floors	Daily
	19.	Vacuum/spot clean all carpeted floors	Daily
	20.	Wet mop hard surface floors entirely	Daily
	21.	Empty recycling containers/tray	As Needed or Weekly
	22.	Clean windows/frames/ledges	Weekly
B.	**Common Areas including Breakrooms**		
	1.	Clean/sanitize water fountains	Daily
	2.	Clean entrance glass	Daily
	3.	Vacuum walk off mats	Daily
C.	**Building Areas**		
	1.	Empty outside trash receptacles	Daily
	2.	Sweep common areas/clean tables	Daily
	3.	Sweep stairwells/landings	Daily
	4.	Clean/sanitize water fountains	Daily
	5.	Clean entrance glass	Daily
	6.	Clean all handrails	Weekly
	7.	Clean/dust ledges, recesses, lights, etc.	Weekly
D.	**Restrooms/Gym Shower Rooms**		
	1.	Clean all dispensers	Daily
	2.	Clean all mirrors and glass	Daily
	3.	Clean and sanitize all fixtures	Daily
	4.	Clean and sanitize walls/partitions	Daily
	5.	Dust all horizontal surfaces/lockers	Daily
	6.	Empty waste and sanitary receptacles	Daily
	7.	Fill all dispensers	Daily
	8.	Flush with water and sanitize all floor drains	Daily
	9.	Mop restrooms/shower floors with germicidal	Daily
	10.	Replace poly liners	Daily
	11.	Sanitize doorknobs	Daily
	12.	Sanitize waste/sanitary receptacles	Daily
	13.	Scrub/clean shower walls with germicidal	Daily
	14.	Sweep/mop tile floors with germicidal	Daily
	15.	Wash face of lockers	Weekly

E. Miscellaneous and Project Work

1.	Extract carpet cleaning in high traffic/high soil areas	As Needed
2.	Spray buff hard surface floors	Quarterly
3.	Strip/seal/refinish hard surface floors	Quarterly
4.	Shampoo carpet/extract carpet cleaning	Quarterly
5.	Clean upholstered furniture	Semi -Annually
6.	Wash/clean all building interior light fixtures	Semi -Annually
7.	Spot clean carpeting for stain removal	As Needed
8.	Window cleaning services	Minimum 2 X year

4-4 SPECIAL INSTRUCTIONS FOR BUILDINGS

These buildings require special cleaning instructions, times, or other requirements:

A. Building #4, Big Lagoon Sheriff Sub Station:

1. Requires background check through the Escambia County Sheriff's Department
2. Must be cleaned during normal business hours

B. Building #27, Solid Waste – Operations Garage:

1. Clean microwave each day
2. Buff floors once per week

C. Building #28, Solid Waste – Scale House:

Clean microwave each day

D. Building #45, Escambia County Visitation:

1. Requires background check through the Escambia County Sheriff's Department.
2. Sheriff Training Area only: offices to be cleaned during normal business hours; hallways, stairs and elevators shall be cleaned after hours.

E. Building #79, M.C. Blanchard Judicial Building:

NOTE: NO ONE IS ALLWED IN THE BACK SECURED HALLWAYS IF COURT IS IN SESSION.

1. Requires background check through the Escambia County Court Administration.
2. Post-work cleaning is to take place between 1:00 PM to 9:30 PM.
   a. First Floor State Attorney's must be cleaned between 1:00 PM and 4:30 PM.
   b. First Floor Public Defenders area must be cleaned, disinfected, and sanitized again between 4:30 PM and 9:30 PM.
   c. Second Floor Clerk of Court's Administrative area shall be cleaned between 2:30 PM and 3:30 PM.

d. Second Floor Clerk of Court's MIS (I.T.) department must be cleaned between 1:00 PM and 4:30 PM.

e. Third Floor Security must be cleaned between 2:00 PM and 4:30 PM.

f. Fifth and Sixth Floor Judicial Suite and Court Admin Suite shall have one (1) designated employee and one (1) back-up employee assigned to clean this area.

g. Third, Fourth, Fifth, and Sixth Floor Court Administration and Jury rooms shall be cleaned after 5:00 PM, unless Court is still in session. There shall be no cleaning of an occupied Court Administration and/or Jury room.

h. Outside elevator must be cleaned and secured after all areas are done.

i. Cleaning times are subject to change.

3. Custodial coverage from 7:00 AM to 3:30 PM Monday through Friday.

   a. Turn on hallway lights for all floors (1-6)

   b. If there was late court the night before, clean and stock courtrooms. Additional details will be provided to the awarded firm.

   c. Check the front lobby for debris and wipe down counters and windows.

4. State Attorney's Area: Beginning by 8:30 AM, clean all restrooms and breakrooms, clean and disinfect the front lobby seating area, and remove recycling.

5. Public Defender's Area: Beginning by 9:30 AM, clean all restrooms and breakrooms, clean and disinfect the front lobby seating area, and remove recycling.

6. Clerk of the Court Administration office 2nd floor must be completed by 4:30pm daily.

7. Court Security Monitoring Room 3rd floor must be completed by 4:30pm daily.

8. Day Porter, throughout the day shall:

   a. Clean and disinfect first floor main entrance areas, both front and back.

   b. Check, re-check, clean, and disinfect all public restrooms.

   c. Check, re-check, clean, and disinfect all public hallways

   d. Clean and sanitize all touch areas throughout all floors.

F. <u>Building #80, Juvenile Justice Center (JJC):</u>

1. Requires background check through the Escambia County Court Administration

2. Must be cleaned during normal business hours (except Detention area, see below):

a. JJC: Clerk of the Courts & State Attorney areas must be cleaned before their employees leave for the day.

b. JJC: Detention Center area only must be cleaned after 9PM.

c. JJC: Assessment Center area must be escorted by corrections staff.

G. Building #113, Sheriff Administration Building:

Requires background check through the Escambia County Sheriff's Department Offices to be cleaned during normal business hours; hallways, stairs and elevators shall be cleaned after hours.

H. Building #119, Sheriff Investigation & Receiving Warehouse:

1. Requires background check through the Escambia County Sheriff's Department
2. Must be cleaned during normal business hours

I. Building #121, Ensley Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

J. Building #124, Molino Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

K. Building #139, Pensacola Beach Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

L. Building #130, Community Probation:

1. Requires background check
2. Must be cleaned during normal business hours
3. Restroom must be cleaned with corrections staff present

M. Building #182, Walnut Hill Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

N. Building #219, Marcus Pointe Tax Collector:

Public restrooms to be cleaned twice per day

O. Building #251, Solid Waste – Hazardous House Waste:

1. Clean microwave each day
2. Buff floors once per week

P. Building #258, Government Complex Parking Garage:

Includes 2 stairwells, elevator, and trash receptacles on each level

Q. Building #272, Sheriff Maintenance Garage:

1. Requires background check through the Escambia County Sheriff's Department
2. Must be cleaned during normal business hours

R. Building #303, Warrington Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

S. ECAT Building:

Cleaning to start at 12:00 PM daily with concentration on restrooms and public areas at the beginning of the shift.

4-5 ADDITIONAL PROVISIONS

All employees assigned by Contractor to perform the work under the resulting contract shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be the contractor's responsibility to ensure all employees meet the physical standards needed to perform the work assigned. All personnel employed by contractor shall be trained and qualified in their assigned type of work.

A. CONTRACTOR REQUIREMENTS

1. Contractor will require all employees to report for duty in County-approved uniforms with the Company logo and approved photo ID badges while on County Property.
2. All contractor vehicles shall be clearly identified as belonging to the contractor and shall clearly display a parking decal where required.
3. Prohibit employees from disturbing papers on desk (must dust/clean around items on desk), opening desk drawers and cabinets, or using the telephones, computers, or office equipment provided for County use.
4. Require employees to comply with instructions pertaining to conduct and building rules and regulations.
5. Ensure employees do not have access to buildings or County property unless on official duty.
6. Conduct a national criminal background check on all prospective employees before hire for the County premises. The contractor will reject any person whose criminal background demonstrates he/she failed to report criminal convictions accurately on the contractor's employment application form. Any person having a conviction for a felony involving theft, burglary, embezzlement, violence, or moral turpitude under the laws of Florida or any other state, within the 10 years immediately preceding the date of his/her employment will be forbidden to be employed by the contractor for County. All provision of Chapter 435 F.S. must be followed.

   Once the firm's background check is complete, any of the firm's employees being asked to work in a secure location are required to have a County-provided background check.
7. Ensure all applicable employment laws are followed.
8. Provide adequate supervision of employees to ensure complete and satisfactory performance of all work in accordance with the resulting contract. When work is performed, supervision should be onsite and available at all times. Supervision shall be fully and adequately trained, with experience in cleaning supervision, sufficient in scope to meet the approval of County's representative. Supervision shall be responsible for hiring, training, equipping, directing, discharging, and issuing uniforms for all

custodial services personnel. Supervision shall also be responsible for monitoring the work order management software or email to ensure work orders are completed in a timely manner.

9. Provide, for approval by the County, a chain of command for management and supervision for all contractor staff at each location. The contract shall provide County's representative written list of all key employees and should update upon changes.

10. Report all stopped drains, broken fixtures, glass, burnt out lights, and other facilities maintenance needs to the County representative on the established computerized maintenance request.

11. Notify the County of any observed irregularities (i.e., defective plumbing, unlocked doors, lights left on, etc.) The Contractor shall be responsible for turning off all lights when not needed for the cleaning that room, and all lights are to be turned off at the end of the shift. The Contractor shall provide a quality assurance review report and meet with the County representative monthly or as requested to discuss service quality assurance reviews report. These meetings shall be held at a mutually agreeable time.

12. Take all steps necessary to protect the public and nearby property from damage during custodial activities. Any damages to the County property as a result of the vendor must be remedied by the awarded vendor.

13. Ensure all doors are to remain shut and then locked after cleaning.

14. Ensure all keys shall be maintained in accordance with the County key procedure. Any lost keys will be paid for by the contractor. Any rekeying of buildings necessitated by keys being lost by contractor will be paid for by contractor.

15. Schedule sufficient staff at no extra charge for County special events which shall include but not be limited to cleaning as may be required from time to time. The County will notify the Contractor at least twenty-four (24) hours prior to requirement.

16. Maintain a Material Data Safety Sheet (MSDS) file on all chemical and cleaning agents used in the performance of this contract. A copy of MSDS's shall be provided to the Facilities Management Branch prior to its use. Green products are highly encouraged to be used for the appropriate applications.

17. Responsible for lost or stolen keys and security proximity cards issued to them. They may be financially responsible for reimbursement to the County for the replacement of any keys, cards, or locks due to the loss or theft. The Contractor shall maintain a key log of all of its locations and their employees that have been issued keys and cards to County buildings. Facilities Management may request a copy of the key log at their discretion. Key Boxes may be utilized in specific buildings to insure key control.

18. Willing to make accommodations to clean sensitive areas at specific days and times if requested by the building occupants. This may require being escorted and/or providing the services during the occupant's normal business hours.

19. The Contractor shall be made available to clean the Board of County Commissioners chambers and surrounding areas after all scheduled meetings.

20. In the event that the County requests additional project assistance or special services outside the scope of this contract, the Contractor shall provide such extra labor on an hourly rate basis, not including materials. All such work shall be performed outside of, and exclusive of, the normal scope of scheduled services.

B. COST INCREASES

Any annual cost increase request must be submitted to the Director of Facilities Management by February 1st for the following annual term. The increase will only be granted under the following conditions, an increase in the CPI measured as the annual rate for the previous 12 months, regionally adjusted and an increase to minimum wage. These factors will be reviewed independently and will not be submitted as a combined % requested increase. A percent increase in CPI shall only be requested on the non-labor portion of the contract. For a request due to minimum wage increase, the contractor must supply documentation of the employee wages and outline which employees will be affected by the minimum wage increase.

C. ADDITIONS/DELETIONS

The County reserves the right to add or decrease buildings and square footage under the same terms, specifications, and conditions of this contract. The rates for the new areas will be quoted by the Contractor for County approval and shall be based on the cost per square foot as bid for the same or similar building. This includes when there is an increase or decrease to the number of cleaning days.

D. COMPLAINTS

Customer complaint records will be maintained by the County representative(s). For each customer complaint, the County representative shall document the incident and report it immediately to the Contractor. The County representative will then investigate the complaint, accompanied by the Contractor's representative, if the Contractor desires. If the complaint is found to be legitimate, it will be labeled as a "valid complaint." For every one "valid complaint" documented for the month, one-tenth percent (1/10%) of the monthly invoice amount will be deducted from the Contractor's payment for that same month as a penalty. For example, if twenty (20) complaints are found to be "valid complaints" during that same month, then a total of two percent (2%) will be deducted from the Contractor's payment for that month resulting from customer complaints. Leaving doors unlocked and not arming or disarming alarms systems properly that results in a false alarm is an example of a valid complaint. Any costs assessed to the County for excessive false alarm responses by local law enforcement agencies attributable to failed performance will be the financial obligation of the Contractor. Not having soap in the dispensers is another example of a valid complaint.

4-6 SUPPLIES, CHEMICALS, AND EQUIPMENT

The Contractor shall furnish and maintain all the necessary equipment, cleaning chemicals and supplies required for proper maintenance as described in these specifications and to meet all local fire codes for storage of cleaning agents and solvents. The County is not

responsible for any repairs, maintenance, or replacement of inoperable equipment. The contractor shall be responsible for any replacement equipment required.

The Contractor will provide with his/her proposal a list of the chemicals and supplies that will be used to perform the work under this contract. OSHA Material Safety Data Sheets (MSDS) are required for all chemicals and cleaning products and shall be supplied to the County at the time of product introduction. In addition, all MSDS shall be maintained on-site and updated on a quarterly basis. The County shall be notified in writing each quarter ten (10) business days prior to updates and one (1) full copy of the most current MSDS shall be furnished to the County.

The Contractor will display the MSDS sheets, in English and Spanish, in each custodial closet where the cleaning products are stored. All bottles are to be labeled properly listing all ingredients. The Contractor is responsible for training its employees on how to read the MSDS and to follow instructions for both use of product and responding to a spill or ingestion of product. The Custodial Manager or designee will conduct periodic inspections of cleaning supply cabinets and MSDS books to ensure cleanliness, proper labeling of chemicals, documentation of supplies stored on County property, and compliance.

The Contractor will identify their efforts in the green cleaning movement. Green cleaning is a widely accepted movement that uses procedures and products that consider the health of the building occupants, custodians, and the environment.

The following minimum supplies, chemicals and equipment shall be provided/supplied by the Contractor (NOTE: The County reserves the right to approve all supplies, chemicals and equipment used at the County facilities prior to their use).

Soap for dispensers	Anti-Bacterial Hand sanitizer for dispensers
Toilet tissue (2-ply)	Roll towels and Multi-fold towels
Sanitary toilet cover sleeves	Plastic trash liners (inside/outside receptacles)

Contractor will replace all broken dispensers as needed and provide additional dispensers when determined necessary.

Escambia County focuses on providing safe, effective, and environmentally friendly products in all of their buildings. Green seal certified products are highly encouraged when deemed appropriate and effective for the task.

Vacuum cleaners shall be required to have a HEPA filtration system.

All disinfectant agents and chemicals used by the contractor in the cleaning process shall be bactericidal, fungicidal, viricidal and tuberculocidal, in accordance with appropriate laws & guidelines. Green seal certified products are highly encouraged to be used for the appropriate applications.

All carpet shampooing and stripping and waxing of floors will be performed after hours, on weekends or holidays, unless other specific arrangements have been approved by Facilities Management. This additional work will be invoiced separately and written authorization by Facilities Management will accompany the invoice for payment. No additional work shall be performed without prior written authorization.

It is the responsibility of the Contractor to ensure that all cleaning products are compatible and appropriate for the surfaces to be cleaned. The Contractor will be held responsible for the repair or replacement of any surfaces or items found to be damaged by the improper use of any product it provides.

4-7 SAFETY REQUIREMENTS

All work procedures, materials and supplies and all equipment provided to each employee must meet all Occupational Safety and Health Administration (OSHA) and American National Standards Institute (ANSI) standards. The Contractor shall be responsible for annual safety training for employees in Florida's Right to Know, OSHA Blood borne Pathogens and Center for Disease Control (CDC) Blood borne Pathogens information, and Environmental Protection Agency (EPA) hazardous waste disposal training. Proof of training will be provided to the County.

All equipment used by the Contractor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on County property. Vacuum cleaners must be HEPA filtered at 99.97% efficient at 0.3 microns. All electrical equipment will be properly grounded. No internal combustion driven equipment or propane floor machines will be approved for use in County facilities. All employees will wear proper personal protective equipment while working on County property.

The Contractor shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such a manner as to create safety hazards, and shall provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. The Contractor's employees shall be required to interrupt their work at any time to allow passage of personnel.

4-8 INSPECTION CRITERIA

Inspection records will be maintained by the County representative(s).

Rooms/areas and exterior areas will be selected by and inspected each month.

The Counties representative(s) will evaluate restrooms/gym rooms as "acceptable" or "unacceptable" using the following criteria:

A. Presence of adequate two (2) ply toilet paper, paper towels, sanitary toilet sleeves, soap, and/or anti-bacterial hand sanitizer.

B. Absence of soil, stains, and rust on toilet room fixtures, drains, traps, faucets, soap and paper dispensers, stalls, mirrors, ledges and drinking fountains

C. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture, and equipment

D. Absence of litter and trash on floor and horizontal surfaces of equipment

E. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.

F. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around fixture and equipment bases

G. Absence of soil, litter, dust, and encrustation in trash containers

H. Absence of soil and dust on window blinds, shades, sills, frames, and ledges

I. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings

J. Absence of soil, litter, dust and spots from all mats and floors

K. Absence of streaks, spots, stains from all bright work, where appropriate - All bright

works shall be polished dry to a high sheen

L. All other contract provisions.

If item #1 is found to be unacceptable, the restroom will be deemed “unacceptable.” If a total of four (4) of the other items are found unacceptable the restroom will be deemed “unacceptable.” If two (2) or more of the same items are found unacceptable in more than half of the rooms inspected in one month, a sustenance problem will be deemed to exist. This condition will require the Contractor to determine the cause and take corrective measures.

The County representative(s) will evaluate non-restrooms as “acceptable” or “unacceptable” using the following criteria:

A. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture, HVAC vents and equipment

B. Absence of litter and trash on floor and horizontal surfaces of equipment

C. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.

D. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around furniture and equipment legs and bases

E. Absence of soil and stains on fixtures, drains, traps, faucets, soap and paper dispensers, mirrors, ledges and drinking fountains

F. Absence of dust, spots, soil build-up and encrustation on furniture and equipment surfaces and legs

G. Absence of dust, lint, and litter on upholstered furniture

H. Absence of soil, litter, dust and encrustation in ash trays, urns, wastebaskets, and trash containers - Trashcan liners shall be new and urn sand in good condition

I. Absence of marks, spots, stains and streaks on interior and exterior entrance doors and all glass windows

J. Absence of soil and dust on window blinds, shades, sills, frames, and ledges

K. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings

L. Absence of soil, litter, dust and spots from all carpets, mats, and floors

M. Absence of streaks, spots, stains from all bright work and stainless steel, where appropriate - All bright work shall be polished dry to a high sheen

N. Empty or nearly empty trashcans and pencil sharpeners (depending on time of day)

O. Absence of interior walk-off mats by all entrance/exit doors.

If a total of five (5) items are found to be unacceptable, the non-restroom will be deemed “unacceptable.” If two (2) or more of the same items are found unacceptable in more than half of the rooms inspected in one month, a sustenance problem will be deemed to exist. This condition will require the Contractor to determine the cause and take corrective measures.

For every one (1) “unacceptable” room rating in a month, one percent (1%) of the monthly invoice amount will be deducted from the Contractor’s payment for that same month as a penalty. For example, if ten (10) rooms are found to be “unacceptable” in one month, then ten percent (10%) of the monthly invoice amount will be deducted from the Contractor’s payment for that month resulting from “unacceptable” room ratings.

All unacceptable rooms will be re-inspected for compliance. A repeat “unacceptable” rating will cause an additional one percent (1%) to be deducted from that month’s payment.

Escambia County Clerk's Original

8/16/2018 #9

RESOLUTION NUMBER R2018- 87

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING SUPPORT FOR DIVERSITY IN THE COUNTY'S PROCUREMENTS AND ENCOURAGING EQUAL OPPORTUNITY FOR SMALL, MINORITY, WOMEN, AND SERVICE-DISABLED VETERAN OWNED BUSINESSES IN ESCAMBIA COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to the most recent census data, the population of Escambia County by race consisted of the following demographics: African American-23%, American Indian-1%, Asian-3%, Hispanic-5%, and White-68%; and

WHEREAS, Escambia County enthusiastically supports diversity in the County's public procurement of goods and services which reflects the demographics of the community; and

WHEREAS, through its procurements program, Escambia County is committed to providing equal opportunities and promoting increased participation of local small, minority, women, and service-disabled veteran owned businesses in Escambia County; and

WHEREAS, pursuant to this policy, Escambia County encourages all vendors, contractors, and subcontractors providing goods or services for the County to promote diversity and provide equal opportunities for such businesses in Escambia County.

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

Section 1. The Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

Section 2. The Escambia County Board of County Commissioners hereby expresses its support for diversity in the County's public procurement of goods and services which reflects the demographics of the community.

Section 3. The Board hereby encourages all vendors, contractors and subcontractors providing goods or services for the County to promote diversity and provide equal opportunities for the participation of local small, minority, women, and service-disabled veteran owned businesses in Escambia County.

Section 4. This resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this 16th day of August, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

SEAL

Approved as to form and legal sufficiency.
By/Title:
Date: 8/10/18

Date: 8/28/2018 Verified By:

Sec. 46-110. - Local preference in bidding.

(a) *Legislative intent.* The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the county's overall tax base.

(b) *"Local business" defined.*

Local business. For purposes of this section, "local business" shall mean a business which meets all of the following criteria:

(1) Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one year immediately prior to the issuance of the request for competitive bids by the county. The fixed office or distribution point must be staffed by at least one employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address;

(2) Holds any business license required by Escambia County or Santa Rosa County; and

(3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

(c) *Certification.* Any vendor claiming to be a local business as defined above shall so certify in writing to the office of purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

(d) *Preference in purchase of commodities and services by means of competitive bid.* Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e., sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated community redevelopment area (CRA) is within seven percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within three percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

(e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) *Limitations.*

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

(4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

(h) *Penalties.*

(1) *Misrepresentation.* A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the county will lose the privilege to claim local preference status for a period of up to one year from the date of the award of the contract or upon completion of the contract whichever is greater. The county administrator, in his discretion, may also recommend that the firm be referred for suspension of eligibility to claim the privilege of local preference.

(2) *Failure to maintain local business preference qualifications.* Any vendor that does not maintain its local

preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

(3) *Lack of good faith.* The contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the county determines that the contractor or firm did not act in good faith, all amounts paid to the contractor or firm under the county contract intended for expenditure with the local business shall be forfeited and recoverable by the county. In addition, the contract may be rescinded and the county may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

(Ord. No. 2013-43, § 2, 9-16-2013; Ord. No. 2016-9, § 2, 1-21-2016)

Sec. 46-111. - Small business enterprise program.

(a) *Purpose and intent of section.* The purpose and intent of this section is to provide the maximum opportunity for increased participation of qualified small businesses in the county's procurement system.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Commercially useful business function means adding value to the goods and services supplied under a contract. A small business is considered to perform a commercially useful business function when it is responsible for execution of a distinct element of work of a contract or transaction and carrying out its responsibilities by actually performing, managing and supervising the work performed. Businesses who merely act as a conduit do not perform a commercially useful business function and will not be eligible for certification as a SBE. In determining whether a business performs a commercially useful business function, consideration will include, but not be limited to, whether the business adds a value to the product or service provided; whether the business has a distributorship agreement with the manufacturer of goods supplied; whether the business takes possession of the product or service provided; whether the business warrants the product or service provided; whether the business maintains sufficient storage space to keep the product in inventory; whether the business maintains sufficient inventory to meet the requirements of its contracts; whether the business provides the product or service to the public or other business other than a governmental agency.

SBE means a small business enterprise certified by Escambia County.

(c) *Scope.* Unless otherwise prohibited by federal or state law, this chapter shall apply to the solicitation of all goods, services and construction by the county which are governed by the county purchasing code. Whenever possible, the county shall utilize a solicitation process which encourages SBE participation even on those items which are exempted from the requirements of the purchasing code.

(d) *SBE program goals.*

Annual goal: The cumulative annual SBE goal shall be up to 15 percent of the total annual expenditures for operating and capital costs for the current fiscal year as calculated in accordance with county SBE program policies and procedures. The cumulative annual SBE goal may be adjusted annually by the board of county commissioners.

(e) *Certification.*

(1) *Requirements.* For the purposes of this section, the following certification requirements shall govern:

a. The business must currently perform a commercially useful business function;

b. The business must be a local business as defined in section 46-110;

c. The business must be an independently owned and operated, for-profit entity;

d. The business may employ ten or fewer full time employees; and

e. The business may have a net worth of not more than $1,000,000.00.

(2) *Application procedure.* All applicants wishing to be considered as certified businesses for the benefits of the SBE program must complete the small business self certification form which can be obtained through the office of purchasing. This is a self-certification process and shall require a signed affidavit attesting to the accuracy of the data provided on the form.

(3) The purchasing department shall accept SBEs for use by the county in its purchasing and procurement process based upon the eligibility requirements provided herein. The purchasing department shall maintain an up-to-date electronic list of SBEs, and encourage the use of this list by all departments in their procurement activities.

(4) Any change of ownership or circumstances that may affect certification eligibility of an SBE must be reported to the purchasing department within 30 days of the change taking place. In the event of a change, the current owner is responsible for fulfilling this reporting requirement prior to seeking business with the county.

(5) *Recertification.* Certified SBEs are required to submit an affidavit of their continued eligibility as a SBE every year. If there has been a change in operation, ownership, control, activities, domicile or gross receipts, the SBE must identify such change on their application for recertification. A company that fails to submit its affidavit of continued eligibility will no longer be deemed certified for purposes of participation in the small business program.

(6) *Decertification.* If during any period of certification, the county has reason to believe that the SBE was not properly certified or that there has been a substantial change of ownership or circumstances that may affect certification eligibility then the county administrator may conduct an investigation and decertify an SBE if the investigation indicates that continued certification would be contrary to the county's SBE program requirements. The county administrator shall notify the SBE by certified mail that it has been decertified. Any business that is decertified may not be recertified for one year from the date of decertification.

(7) *Appeal of decertification.* Any business that believes it was wrongfully denied certification may submit a written request with the office of purchasing to appeal the decertification. The appeal shall be filed within 20 days of receipt of the notice of decertification. The request for appeal shall state with particularity the reasons why the business believes the denial was erroneous.

(8) *Hearing on appeal of decertification.* If an appeal is requested, an administrative review will be conducted by the county administrator, or designee, within 45 days of receipt of the notice of appeal. Upon review, the county administrator, or designee shall take one of the following actions:

a. *Grant the appeal.* If a determination is made that decertification was contrary to county's SBE program requirements, the appeal shall be granted and the business recertified;

b. *Deny the appeal.* If a determination is made that certification would be contrary to the county's SBE program requirements, the appeal shall be denied and the applicant may request that the matter be referred to a special master for further proceedings in accordance with subsections 46-102(4)—(7); or

c. *Refer the appeal to a special master.* If no administrative determination is made, the matter may be referred to a special master for further proceedings in accordance with subsections 46-102(4)—(7).

(f) *False representation.*

(1) It is unlawful for any individual or entity to knowingly submit false information in order to qualify for SBE certification.

(2) Any contractor that falsely represents to the county that it is an SBE, or knowingly submits false information or represents that it will use the services or commodities of an SBE and subsequently does not, shall be deemed in breach of contract. Upon a determination that a breach has occurred, all payments under the contract or

any other arrangement shall be immediately suspended. The contractor may show that it attempted in good faith to comply with the terms of the contract but was unable to comply. If the county determines that the contractor did not act in good faith, all amounts paid to the contractor under the county contract or agreement intended for expenditure with the SBE shall be forfeited and recoverable by the county. In addition, the contract or agreement may be rescinded and the department or division may return all unused goods received and recover all amounts paid under the contract.

(3) Any contractor or affiliate determined to have falsely represented that it or a subcontractor is an SBE, or determined to have not acted in good faith to fulfill the terms of a contract calling for it to use the services or commodities of an SBE, will be considered under the county's suspension and debarment policy.

(g) *Reservation of contracts.*

(1) Unless otherwise prohibited by federal or state law, the county may reserve contracts to be awarded only to SBEs. The county may review all of its needs and requirements in each fiscal year and the board of county commissioners may determine which contracts may be reserved for bidding only by SBEs. This reservation may only be used when it is determined, before dissemination of the request for proposals or invitation to bid, that there are capable, qualified, SBEs available who are interested and willing to bid on these contracts in order to provide for effective competition. Once a decision has been made to reserve a contract, the county shall estimate what it expects the dollar amount of the contract to be based on the nature of the contract and its value under prevailing market conditions. If all the bids received are over this estimate, the county may reject the bids and open the bidding to all vendors and contractors. Before contracts can be reserved for bidding only by SBEs, the board of county commissioners must determine that such a reservation is in the best interest of the county.

(2) Unless otherwise prohibited by federal or state law, the county may reserve any construction contract for competitive bidding for contractors who agree to utilize SBEs as subcontractors or subvendors. The percentage of funds which must be expended with SBE subcontractors shall be determined by the county before the contract is reserved. In order to bid on a construction contract so reserved, the contractor shall identify those SBEs that will be utilized as subcontractors or subvendors. Once a decision has been made to reserve a contract, but before bids are requested, the county shall estimate what it expects the amount of the contract to be based on the nature of the contract involved and its value under prevailing market conditions. If all the bids received are over this estimate, the county may reject the bids and open the bidding to all vendors and contractors. It is the express responsibility of the contractor to verify that all SBEs that will be utilized as subcontractors or subvendors are currently certified by the county.

(h) *SBE preference.*

(1) The county may award a bid preference on any single bid, as provided in section 46-110, to a certified SBE.

(2) SBE preference does not apply to contracts that are reserved in accordance with this section. Preferences as provided in this chapter may not be combined. Only one preference may be awarded on any single solicitation to any certified SBE or contractor. Any SBE bid preference awarded pursuant to this section shall take priority over any local business bid preference that may apply to any single solicitation.

(i) *Responsiveness of bids—good faith efforts.*

(1) Every competitive bid, if not submitted by a SBE, must demonstrate good faith efforts to utilize SBEs as subcontractors or subvendors.

(2) The county may consider written documentation submitted with the bid package in determining whether a contractor has made one or more good faith efforts including, but not limited to:

a. Whether the contractor attended any presolicitation or prebid meeting that was scheduled by the county to inform SBEs of contracting and subcontracting opportunities;

b. Whether the contractor advertised in a general circulation, trade association, and/or SBE focus media

concerning the subcontracting opportunities;

c. Whether the contractor provided written notice to a reasonable number of SBEs that their interest in the contract was being solicited in sufficient time to allow the SBE to participate effectively;

d. Whether the contractor followed up initial solicitations of interest by contacting SBEs to determine whether a SBE is interested;

e. Whether the contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the SBE goals of the county, including, where possible, breaking down contracts into economically feasible units to facilitate SBE participation;

f. Whether the contractor negotiated in good faith with interested SBEs, not rejecting SBE as unqualified without sound reasons based on investigation of their capabilities;

g. Whether the contractor made efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance required by the county and/or the contractor; and

h. Whether the contractor effectively used the services of available small business community organizations; small business contractors' groups; local, state, and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of small businesses.

(3) The county may waive the good faith requirement for procurement where sub-contracting is not applicable or in order to ensure adequate competition.

(j) *SBE assistance program.*

(1) The SBE assistance program is established within the office of purchasing and will report all recommendations and activities associated with the SBE program directly to the county administrator. This program will assist and encourage SBEs to participate in the county solicitation process.

(2) In addition, the purchasing department, in conjunction with the county administrator, shall:

a. Review and comment on any changes to a county policy, rule or regulation relating to SBE procurement;

b. Receive, compile and disseminate information on procurement opportunities, availability of SBEs and available technical assistance;

c. Refer all information on any business suspected of misrepresenting its SBE status to the county administrator's office;

d. Maintain a central list of certified SBEs and provide it upon request; and

e. Host, not less than annually, a workshop to assist small businesses located in Escambia County to obtain SBE certification and to do business with the county.

(k) *Implementation of policy.* In order to systematically augment a viable SBE component within the county's purchasing and procurement system, the purchasing manager shall be delegated the following powers and duties to fulfill their responsibilities and functions:

(1) Establish and compile a system of coordinated, uniform procurement policies, procedures, and practices supporting the SBE program.

(2) Encourage the use of SBEs in county contracting and procurement for goods, services and construction that may be provided or performed by SBEs and strive to achieve the stated SBE annual program goal.

(3) Manage and maintain the information system or other automated interface with the county's finance system to record and measure the use of SBEs in county contracting. This system shall maintain information and statistics on SBE participation, in order to analyze the progress of the SBE program.

(4) Provide an annual written report to the county administrator detailing disbursements made to SBEs for goods, services and construction.

(Ord. No. 2013-52, § 2, 12-5-2013; Ord. No. 2014-29, § 1, 7-24-2014)

Sec. 46-112. - Participation of minority and women business enterprises.

(a) *Policy statement.* The county is committed to providing equal opportunities to minority and women business enterprises and strives to improve the opportunities and participation of such businesses in the public procurement of goods and services by the county. Pursuant to this policy, the county shall hereby establish procedures to encourage the participation of minority and women owned businesses in the public procurement of goods and services by the county. Nothing in this section shall be construed to provide for or require any preference or set-aside based on gender, race, or national origin.

(b) *Definitions.* For the purpose of this section, the following terms shall have the following meanings:

Minority shall mean any of the following groups:

(1) African American persons having origins in any of the black racial groups in Africa;

(2) Hispanic American persons of Spanish or Portuguese culture with origins in Mexico, South America, Central America, or the Caribbean, regardless of race;

(3) Native American persons including those residing in the U.S. or its territories, who are descendants of any Indian tribe with origins in the North and South American continents and other islands or lands to include the countries of the U.S., Canada, and Mexico;

(4) Asian American persons having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent, or Pacific Islands.

Minority business enterprise (MBE) shall mean any business which is at least 51 percent owned and operated by minority members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by minority members.

Women business enterprise (WBE) shall mean any business which is at least 51 percent owned and operated by women members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by women members.

(c) *Certification.*

(1) *Requirements.* For the purpose of this section, the following certification requirements shall govern:

a. The business is a MBE and/or WBE as defined in this section.

b. The business meets the requirements provided in section 46-111(e)(1).

c. The business is legally structured as required by Florida law and, if applicable, in good standing with the Florida Secretary of State.

(2) *Procedure.* All applicants wishing to be considered as certified MBE/WBE(s) must complete a small business enterprise program certification application form which may be obtained through the office of purchasing. This is a self-certification process and shall require a signed affidavit attesting to the accuracy of the data provided on the form. Proof of current certification as a minority and/or women business enterprise by the Florida Office of Supplier Diversity may be accepted in lieu of other supporting documentation. Certified M/WBEs shall submit an affidavit of continued eligibility on an annual basis.

(d) *Implementation.* In an effort to implement this policy, the county may undertake the following measures:

(1) Designate the purchasing manager to administer this policy.

(2) Maintain a central list of certified M/WBEs.

(3) Manage and maintain the information system or other automated interface with the county's finance system to record and measure the use of M/WBEs in county procurements.

(4) Utilize outreach programs to identify and educate M/WBEs about the county's procurement process.

(Ord. No. 2016-8, § 2, 1-21-2016)

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 31, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.092 Re-Solicit Custodial Services for Various County Facilities

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 1 provides for information related to the current vendor.

The current vendor is American Facilities Services, and has been since October 2011. This solicitation is being issued because the current agreement has expired, and the County is required to solicit competitive bids. Additionally, the previous agreement did not allow for multiple vendors to be awarded as the current solicitation offers.

The Bid Tabulations from two previous solicitations have been attached, however, the Scope of Work from previous solicitations is not at all comparable to the current Scope of Work being requested. Firms are strongly encouraged to not utilize past pricing to determine current or future bids.

Per Florida Statute 119.071(b)(3), bids from the most recent solicitation, PD 19-20.065, will not be available until after the current solicitation is awarded or 12 months have passed from the rejection of bids, which occurred on August, 17, 2020, whichever comes first.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Custodial Services for Various County Buildings BID # PD 16-17.064**								
Bid Opening Time: 2:00 PM CDT Bid Opening Date: 08/04/2017 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
3H Service System, Inc.	n/a	Y	n/a	Y	Y	Y	Y	Y	$812,292.00
American Facility Services, Inc	n/a	Y	n/a	Y	Y	Y	Y	Y	$790,512.00
Enmon Enterprises, LLC dba Jani-King of Pensacola	n/a	Y	n/a	Y	Y	Y	Y	Y	$779,353.32
Service Management Systems, Inc.	n/a	Y	n/a	Y	Y	Y	Y	Y	$775,404.00
BIDS OPENED BY:	Emily Weddington, Purchasing Specialist					Date: 08/04/2017			
BIDS TABULATED BY:	Emily Weddington, Purchasing Specialist					Date: 08/07/2017			
BIDS WITNESSED BY:	Paul Nobles, Purchasing Manager					Date: 08/04/2017			

UNDER REVIEW

CAR DATE **BOCC DATE**

The Purchasing Chief/Designee recommends to the BCC: To award a contract to

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes:

Extension error of $4 on Service Management Systems, Inc annual total.

Posted @ 3:30 PM CDT 08/07/2017

EDW

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:**	PD 17-18.014								
	Solicitation Name:	Resolicit Custodial Services for Various County Buildings								
Bid Opening Time:	2:00 p.m., CST									
Bid Opening Date:	1/4/2018									
Bid Opening Location:	Rm 11.407									
Name of Bidder(s)		Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes		Total for Various County Buildings
3H Services System, Inc		Yes	Bond	Yes	Yes	Yes	Yes	Yes		$767,748.00
American Facility Services, Inc		Yes	Bond	Yes	Yes	Yes	Yes	Yes		$858,228.00
CER Signature Cleaning, Inc		See below	Check	Yes	Yes	Yes	Yes	Yes		Non-Responsive
Performance Property Servicing, Inc		Yes	Check	Yes	Yes	Yes	Yes	Yes		$930,000.00
Service Management Systems, Inc		See below	Bond	Yes	Yes	Yes	Yes	Yes		Non-Responsive
Bids Opened By:	Emily D. Weddington, Purchasing Specialist				**Date:**	1/4/2018	**Status:**			
Bids Tabulated By:	Emily D. Weddington, Purchasing Specialist				**Date:**	1/9/2018	UNDER REVIEW			
Bids Witnessed By:	Paul R. Nobles, Purchasing Manager				**Date:**	1/4/2018	**CAR Date:**		**BOCC Date:**	

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes: CER Signature Cleaning, Inc. and Service Management Systems, Inc. did not submit their bids on the Revised Bid Form provided in Addendum #1. Because their bids were not based on the revised bid form it did not include pricing for Emergency Service Call Cost - 2 hr. Response Time Based on 1 hour on site, thus we are incapable of evaluating their bid, additionally CER Signature Cleaning, Inc. did not complete the unit pricing portion of the bid forms (monthly/yearly totals).

Posted: 4:00 p.m., CST on 1/9/2018

Form Completed By: EDW edw

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 1, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 19-20.092 Re-Solicit Custodial Services for Various County Facilities

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 2 provides for information related to questions and answers shown on the following page.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Q1. Can the vendors show the toiletry pricing separately from the service price shown in the proposal?

A1. For the purposes of this solicitation, we ask that the pricing provided in the proposal be an "all inclusive" price that covers everything the vendor will need to perform the service and have the facilities sufficiently stocked.

Q2. Can vendors purchase supplies directly from Escambia County?

A2. At this time, the County does not offer the ability for vendors to purchase supplies from the County.

Q3. On page 27 of 61, Item 2-2, "Proposals shall confirm that the firm will comply with all of the provisions in this RFP." Is there a form to be utilized for this?

A3. Confirmation that a firm will comply with all provisions can be stated anywhere within the proposal. Most firms opt to write a letter of interest as a type of cover page for the proposal. Such a statement can be included in a letter of this type.

Q4. On what page of the RFP is the "Solicitation, Offer, and Proposal Form"?

A4. This form was intentionally left out of the RFP and the language referenced in the question is boilerplate language that is used from one RFP to the next. Please disregard this requirement.

Q5. Page 4 of 61, states that the Proposal Response must include one (1) original and one (1) electronic copy via CD or flash drive OR uploaded via Vendor Registry. Page 14 of 61, Item 4 Proposal Forms states that, "Firms electing to submit original forms shall also provide a complete copy of the bid response via CD or flash drive." Since one original is required per page 4 of 61, this seems to indicate that a complete copy of the bid response via CD or flash drive would also be required, is this correct? Or could the proposal – in its entirety – be submitted via Vendor Registry?

A5. If a firm is submitting a physical proposal document to the Office of Purchasing via mail or courier, an electronic copy shall be included. If a firm is submitting their complete proposal via Vendor Registry, a physical proposal document is not required.

Q6. If some documents are not ADA-compliant, would the proposal be deemed non-responsive?

A6. No. At this time, the County does not require ADA-compliant documents, but we do ask for them to be utilized whenever possible. The County attempts to provide ADA-compliant documents to all those who submit a Sunshine Law information request.

As a reminder, regardless of the means with which the proposal is submitted, all firms shall provide their Bid Surety to the Office of Purchasing prior to the Proposal submittal deadline.

Firms submitting a surety from their insurance provider can upload the surety documents in Vendor Registry and a physical delivery to the Office of Purchasing is not required.

Q7. Page 27 of 61, Item 2-1 states that, "All RFP documents (excluding the Excel Spreadsheet) shall be contained in a single PDF or Microsoft Word-Type document. The Excel Spreadsheet will also be returned complete as a single document."

Page 30 of 61, Item 3-2 asks proposers to, “Please separate the RFP responses into the following categories:” and on page 32 of 61, Item 6, A asks proposers to provide the pricing schedule on the Price Proposal Form.

Should a hard copy of the Cost Proposal (Excel spreadsheet) be included as an item in the submission of the original Technical Proposal? Or should it be submitted in a separate envelope with the other signed forms? Or on its own?

A7. All the proposal documents shall be in a single PDF, and sorted according to the order outlined in Item 3-2.

The physical Excel document can be separate, in either Excel or PDF. Both the proposal (PDF) and the Excel spreadsheet (Excel) shall be on the electronic copy and/or uploaded to Vendor Registry.

Q8. Will the content referred to on page 27 of 61, Part II, 2-3 Understanding of the Project, 2-4 Methodology Used for the Project, and 2-5 Management Plan for the Project be evaluated as part of 1: Scope of Services as outlined on page 30 of 61, Part III, Section 3-2 Evaluation Criteria?

A8. Yes.

Q9. Will the content referred to on pages 27 and 28 of 61, Part II, Section 2-6 Experience and Qualifications, be evaluated as part of 2: Adequacy of Staffing and Supervision and 3: Related Experience as outlined on pages 30 and 31 of 61, Part III, Section 3-2 Evaluation Criteria?

A9. Yes.

Q10. Page 29 of 61, Item 2-8 requests that “Bidders provide a breakout of the firm’s employees by minority status, as well as the status of employees of any subcontractor that will be performing the work.” This item is not referred to as part of the Evaluation Criteria. Under which section of the Evaluation Matrix will this item be considered? Or is this a pass/fail item for meeting minimum requirements?

A10. If it is not listed in the “Selection Criteria,” it is not a selection criterion. The Board has requested information for information purposes.

Q11. Page 50 of 61, paragraph 1, states that, “The Contractor will provide with his/her proposal a list of the chemicals and supplies that will be used to perform the work under this contract.” This item is not listed as part of the Evaluation Criteria. Under which section of the Evaluation Matrix will this item be considered? Or is this a pass/fail item for meeting minimum requirements?

A11. If it is not listed in the “Selection Criteria,” it is not a selection criterion. The department has requested this information for information purposes.

EXHIBIT B

NOT ADA COMPLIANT

PD 19-20.092 Re-Solicit Custodial Services for Various County Facilities

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
Zone 1												
1	1	2	4	Big Lagoon Sheriff Sub Station	YES, see Scope	1,100	1	Wed	12950 Gulf Beach Hwy	Pensacola	32507	
2	1	2	6	EMS @ Pleasant Grove Fire Station		122	1	S or S	9350 Old Gulf Beach Hwy	Pensacola	32507	
3	1	1	72	Felix Miga Center		13,670	5	M - F	904 N. 57th	Pensacola	32506	
4	1	2	267	Lexington Terrace Com Ctr		2,964	2	Wed / Fri	700 S. Old Corry Field Rd.	Pensacola	32507	
5	1	2	181	Marie Ella Davis CC		1,965	1	S or S	16 Raymond St.	Pensacola	32507	
6	1	2	305	Perdido Key Community Center & Welcome Station		5,155	1	S or S	15500 Perdido Key Dr.	Pensacola	32507	
7	1	2	232	SW Library		7,295	6	Mon-Sat	12248 Gulf Beach Hwy	Pensacola	32507	
8	1	2	303	Warrington Sheriff Substation	YES, see Scope	6,000	3	M-W-F	30 N. Navy Blvd.	Pensacola	32507	
9	1	2	325	Warrington Tax Collector		9,515	5	M-F	4051 Barrancas Ave Suite A	Pensacola	32507	
											Zone 1 Total	$0.00
Zone 2												
10	2	3	46	Animal Shelter		9,127	6	S - F	200 W. Fairfield Dr.	Pensacola	32501	$12,690.48
11	2	3	295	Central Office Complex		74,630	5	M - F	3363 W. Park Place	Pensacola	32503	$63,941.46
12	2	3		ECAT	YES, see Scope	12,750	Various		1515 W. Fairfield Dr	Pensacola	32501	$37,268.88
13	2	3	45	Escambia County Visitation	YES, see Scope	31,249	5	M - F	1190 W. Leonard St.	Pensacola	32501	$26,471.94
14	2	3	80	Juvenile Justice Center: Detention Center	YES, see Scope	30,355	5	M - F	1800 St. Marys Ave.	Pensacola	32502	$27,136.58
15	2	3	80	Juvenile Justice Center	YES, see Scope	51,083	5	M - F	1800 St. Marys Ave.	Pensacola	32502	$43,726.98
16	2	3	80	Juvenile Justice Center: Assessment Area	YES, see Scope	12,036	5	M - F	1800 St. Marys Ave.	Pensacola	32502	$24,929.52
17	2	3	255	Leonard St. Maint - Hayes St		1,200	1	1 Day a Week	1135 N. Hayes	Pensacola	32502	$1,567.50
18	2	3	113	Sheriff Admin	YES, see Scope	108,927	5	M - F	1700 W. Leonard St.	Pensacola	32501	$104,646.30
19	2	3	119	Sheriff Central Receiving Warehouse	YES, see Scope	4,200	5	M-F	1600 W. Leonard Street	Pensacola	32501	$535.18
20	2	3	272	Sheriff Garage	YES, see Scope	15,680	5	M - F	3101 H St.	Pensacola	32501	$23,645.80
21	2	3	119	Sheriff Investigation	YES, see Scope	600	5	M-F	1600 W. Leonard Street	Pensacola	32501	$1,581.90
											Zone 2 Total	$368,142.52

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
						Zone 1						
1	1	2	4	Big Lagoon Sheriff Sub Station	**YES, see Scope**	1,100	1	Wed	12950 Gulf Beach Hwy	Pensacola	32507	
2	1	2	6	EMS @ Pleasant Grove Fire Station		122	1	S or S	9350 Old Gulf Beach Hwy	Pensacola	32507	
3	1	1	72	Felix Miga Center		13,670	5	M - F	904 N. 57th	Pensacola	32506	
4	1	2	267	Lexington Terrace Com Ctr		2,964	2	Wed / Fri	700 S. Old Corry Field Rd.	Pensacola	32507	
5	1	2	181	Marie Ella Davis CC		1,965	1	S or S	16 Raymond St.	Pensacola	32507	
6	1	2	305	Perdido Key Community Center & Welcome Station		5,155	1	S or S	15500 Perdido Key Dr.	Pensacola	32507	
7	1	2	232	SW Library		7,295	6	Mon-Sat	12248 Gulf Beach Hwy	Pensacola	32507	
8	1	2	303	Warrington Sheriff Substation	**YES, see Scope**	6,000	3	M-W-F	30 N. Navy Blvd.	Pensacola	32507	
9	1	2	325	Warrington Tax Collector		9,515	5	M-F	4051 Barrancas Ave Suite A	Pensacola	32507	
											Zone 1 Total	**$0.00**
						Zone 2						
10	2	3	46	Animal Shelter		9,127	6	S - F	200 W. Fairfield Dr.	Pensacola	32501	$12,690.48
11	2	3	295	Central Office Complex		74,630	5	M - F	3363 W. Park Place	Pensacola	32503	$63,941.46
12	2	3		ECAT	**YES, see Scope**	12,750	Various		1515 W. Fairfield Dr	Pensacola	32501	$37,268.88
13	2	3	45	Escambia County Visitation	**YES, see Scope**	31,249	5	M - F	1190 W. Leonard St.	Pensacola	32501	$26,471.94
14	2	3	80	Juvenile Justice Center: Detention Center	**YES, see Scope**	30,355	5	M - F	1800 St. Marys Ave.	Pensacola	32502	$27,136.58
15	2	3	80	Juvenile Justice Center	**YES, see Scope**	51,083	5	M - F	1800 St. Marys Ave.	Pensacola	32502	$43,726.98
16	2	3	80	Juvenile Justice Center: Assessment Area	**YES, see Scope**	12,036	5	M - F	1800 St. Marys Ave.	Pensacola	32502	$24,929.52
17	2	3	255	Leonard St. Maint - Hayes St		1,200	1	1 Day a Week	1135 N. Hayes	Pensacola	32502	$1,567.50
18	2	3	113	Sheriff Admin	**YES, see Scope**	108,927	5	M - F	1700 W. Leonard St.	Pensacola	32501	$104,646.30
19	2	3	119	Sheriff Central Receiving Warehouse	**YES, see Scope**	4,200	5	M-F	1600 W. Leonard Street	Pensacola	32501	$535.18
20	2	3	272	Sheriff Garage	**YES, see Scope**	15,680	5	M - F	3101 H St.	Pensacola	32501	$23,645.80
21	2	3	119	Sheriff Investigation	**YES, see Scope**	600	5	M-F	1600 W. Leonard Street	Pensacola	32501	$1,581.90
											Zone 2 Total	**$368,142.52**

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
						Zone 3						
22	3	3	179A	Archives Building		10,370	5	M - F	120 E. Blount St.	Pensacola	32501	$10,608.84
23	3	3	179A	Archives Warehouse		5,000	1	Mon	120 E. Blount St.	Pensacola	32501	$3,762.00
24	3	3	130	Community Probation	YES, see Scope	13,100	5	M - F	2251 N. Palafox	Pensacola	32501	$14,935.53
25	3	3	130	Community Probation - Court Room		1,100	1	Monthly	2251 N. Palafox	Pensacola	32501	$1,567.50
26	3	3	56	Court Administration		865	5	M - F	100 West Maxwell Street	Pensacola	32501	$1,818.30
27	3	3	63	Dorrie Miller CC		1,965	2	M / F	2819 N. Miller St	Pensacola	32503	$4,577.10
28	3	3	66	Employee Health Clinic (Paid out of their Cost Center)		6,158	6	M - S	2257 N Baylen St	Pensacola	32501	$9,718.50
29	3	3	256	EMS @ Lions Eye Clinic		615	2	M / Thu	256 A Hayes St.	Pensacola	32501	$2,946.90
30	3	2	231	EMS @ Osceola Fire		200	2	Wed / Sat	2601 Massachusette	Pensacola	32502	$4,702.00
31	3	3	68	Englewood CC - Boys & Girls		10,824	5	M - F	2751 N H St	Pensacola	32501	$13,467.96
32	3	3	314	Englewood Neighborhood Center		1,180	1	Tues	2749 N H. Street	Pensacola	32501	$1,567.50
33	3	3	179	Facilities Mgmt		17,058	5	M - F	100 E. Blount St.	Pensacola	32501	$17,831.88
34	3	4	310	Genealogy Library		7,126	5	Tues-Sat	5740 N 9th Ave	Pensacola	32504	$10,872.18
35	3	3	66	Human Relations Commission		791	5	M - F	2257 N. Baylen St	Pensacola	32502	$2,508.00
36	3	3	318	Legion Field		3,545	6	Mon-Sat	1301 W. Gregory St	Pensacola	32533	$8,151.00
37	3	3	316	Solid Waste Scale House Palafox		315	1	1 Day a Week	2906 N. Palafox	Pensacola	32501	$2,194.50
38	3	3	55	Office Space		4,813	2	Tu & F	150 West Maxwell Street	Pensacola	32501	$4,766.20
39	3	4	308	Tyron Library		12,045	6	Mon-Sat	1200 Langley Ave	Pensacola	32504	$21,593.00
											Zone 3 Total	$137,588.89

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
					Zone 4							
40	4	2	242	Ernie L. Magaha Building		126,700	5	M - F	221 Palafox Pl.	Pensacola	32502	
41	4	2	258	Government Complex Parking Garage	YES, see Scope	833	1	F	49 W. Intendencia	Pensacola	32502	
42	4	2	49	Matt Langley Bell		16,200	5	M - F	213 S. Palafox	Pensacola	32502	
43	4	2	59	Old Courthouse		40,680	5	M - F	223 S. Palafox Place	Pensacola	32502	
44	4	4	139	Pensacola Beach Sheriff Substation	YES, see Scope	2,845	3	M / W / F	43 Fort Pickens Road	Pensacola	32526	
45	4	4		SRIA Admin Building		6,600	5	Mon-Fri	1 Via De Luna Drive	Pensacola Bch	32561	
46	4	4		SRIA Vistor Info Center		2,500	7	Mon-Sun	7 Casino Road	Pensacola Bch	32561	
47	4	2	178	Supervisor of Election/Purchasing		22,900	5	M - F	201 S. Palafox Place	Pensacola	32502	
48	4	2	337	Supervisor of Elections Warehouse		12,110	1	Thurs	3201 Navy Blvd	Pensacola	32505	
49	4	3	307	W Florida Regional Library		50,957	7	Mon-Sun	239 N. Spring Street	Pensacola	32502	
											Zone 4 Total	$0.00
					Zone 5							
50	5	5	260	Mosquito Control - Admin		2,978	2	Wed / Fri	601 Hwy 297A	Cantonment	32533	
51	5	5	261	Mosquito Control Garage - Restrooms		80	1	F	601 Hwy 297A	Cantonment	32533	
52	5	5	37	Road Department Admin		2,730	5	Mon-Fri	601 Hwy 297A	Pensacola	32533	
53	5	5	36	Road Department Fleet Maintenance		2,300	5	Mon-Fri	601 Hwy 297A	Pensacola	32533	
54	5	5	270	Road Department Modular Trailer		760	5	Mon-Fri	601 Hwy 297A	Pensacola	32533	
55	5	5	41A	Road Department Modular Trailer		760	5	Mon-Fri	601 Hwy 297A	Pensacola	32533	
56	5	5	39	Road Department Wellness Center		1,668	5	Mon-Fri	601 Hwy 297A	Pensacola	32533	
57	5	5	311	Sheriff Fire Range Training Bldg		1,371	1	Fri	13011 Beulah Road	Pensacola	32526	
58	5	5	273	Solid Waste Admin		8,046	5	Mon-Fri	13009 Beulah Road	Pensacola	32526	
59	5	5	27	Solid Waste Admin Operations Garage	YES, see Scope	4,206	6	Mon-Sat	13009 Beulah Road	Pensacola	32526	
60	5	5	30281	Solid Waste Guard Trailer		685	1	1 Day a Week	13009 Beulah Road	Pensacola	32526	
61	5	5	251	Solid Waste Hazardous House Waste	YES, see Scope	280	5	Mon-Fri	13009 Beulah Road	Pensacola	32526	
62	5	5	28	Solid Waste Scale House	YES, see Scope	357	6	Mon-Sat	13009 Beulah Road	Pensacola	32526	
											Zone 5 Total	$0.00
					Zone 6							

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
63	6	3	312	Brownsville CC		32,948	6	Mon-Sat	3200 W. Desoto Street	Pensacola	32505	$37,920.96
64	6	3	241	Ebonwood CC		2,964	3	Mon, Wed & Fri	3511 W. Scott St.	Pensacola	32505	$4,075.50
65	6	3	219	Marcus Point Tax Collector	YES, see Scope	10,038	5	Mon-Fri	6451 W Street	Pensacola	32505	$20,064.00
66	6	3	301	Marie K Young CC		13,200	5	Mon / Fri	6405 Wagner Rd	Pensacola	32505	$7,649.40
67	6	2	217	Mayfair CC		1,965	2	W / Sat	701 S. Madison	Pensacola	32502	$4,075.50
68	6	3	224	Public Safety		60,310	5	M - F	6575 N. W St.	Pensacola	32502	$52,981.51
											Zone 6 Total	$126,766.87
					Zone 7							
69	7	5	320	4H Center		9,050	5	M - F	3730 Stefani Rd.	Pensacola	32534	
70	7	5	71	Agriculture Extension Services		7,000	5	M - F	3740 Stefani Rd.	Pensacola	32526	
71	7	1	73	Beulah Community Center		3,155	2	Tues / Fri	7425 Woodside Rd.	Beulah	32577	
72	7	3	121	Ensley Sheriff Substation	YES, see Scope	3,606	3	M - W- F	97 Hood Dr.	Ensley	32514	
73	7	1	189	Equestrian Center Admin		774	3	M- W - F	7750 Mobile Hwy	Pensacola	32526	
74	7	5	203	Government Complex - Administration		8,319	5	M - F	1651 N. Nine Mile Rd.	Pensacola	32514	
75	7	5	173	Wind Mitigation Bldg.		3,139	5	M - F	3740 Stefani Rd.	Pensacola	32533	
											Zone 7 Total	$0.00
					Zone 8							
76	8	5	223	Barrineau Park CC		9,888	1	Wed	6055 Bar. Park School Rd	Molino	32577	
77	8	5	125	Molino Admin (Started Feb 2019)		900	2	T-F	3470 Hwy 29		32577	
78	8	5	292	Molino Cafeteria Dining & Restrooms		1,400	2	Mon & Thurs	899 Hwy 97	Pensacola	32577	
79	8	5	292	Molino CC		11,280	3	M - W - F	899 Hwy 97	Pensacola	32577	
80	8	5	292	Molino Library		4,320	6	Mon-Sat	6450 N Hwy 95A	Pensacola	32577	
81	8	5	124	Molino Sheriff Sub	YES, see Scope	2,000	2	W / Sat	5844 N. Hwy 29	Molino	32577	
82	8	5	302	Molino TC PA		7,133	5	M - F	899 Hwy 97	Pensacola	32577	
83	8	5	185	Quintette CC		1,965	2	M- Thurs	2490 Quintette Lane	Pensacola	32533	
											Zone 8 Total	$0.00

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
						Zone 9						
84	9	5	123	Bryneville CC		3,540	3	M-W-F	1701 Hwy 4A	Century	32535	
85	9	5	61	Century Courthouse		5,206	2	Tue / Thur	7500 N. Century Blvd	Century	32535	
86	9	5	65	Century EMS		4,115	1	Thur	6029 Industrial Blvd	Century	32535	
87	9	5	264	Century Library		2,966	5	Tue-Sat	7991 Century Blvd	Century	32535	
88	9	5	62	Davisville CC		7,124	3	M-W-F	10200 Hwy 97	Bratt	32568	
89	9	5	153	Oak Grove Community Center		1,636	1	F	2550 Hwy 99 North	Oak Grove	32568	
90	9	5	157	Walnut Hill CC		4,823	2	M - Thurs	7850 Hwy 97	Pensacola	32568	
91	9	5	182	Walnut Hill Sheriff Substation	YES, see Scope	1,050	2	M / Thurs	7850 Hwy 97	Pensacola	32568	
											Zone 9 Total	$0.00
						Zone 10 - Health Clinics						
92	10			Northside Clinic (Escambia County Health)	YES, see Scope	5,095	5	M - F	8390 N. Palafox Street	Pensacola	32503	$8,000.52
93	10			Gregory (Escambia County Environmental Heal	YES, see Scope	11,907	5	M - F	1300 W. Gregory Street	Pensacola	32502	$19,336.68
94	10			Fairfield Clinic (Escambia County Health)	YES, see Scope	45,695	5	M - F	1295 W. Fairfield Drive	Pensacola	32501	$71,854.20
											Zone 10 Total	$99,191.40

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
Zone 11 - MC Blanchard Judicial Building												
95	11	2	79	State Attorney	YES, see Scope	36,325	5	M - F	357 S. Baylen Street	Pensacola	32501	
96	11	2	79	Public Defender	YES, see Scope	22,383	5	M - F	357 S. Baylen Street	Pensacola	32501	
97	11	2	79	Clerk of Court	YES, see Scope	64,227	5	M - F	357 S. Baylen Street	Pensacola	32501	
98	11	2	79	Security	YES, see Scope	5,023	5	M - F	357 S. Baylen Street	Pensacola	32501	
99	11	2	79	Court Administration	YES, see Scope	128,657	5	M - F	357 S. Baylen Street	Pensacola	32501	
											Zone 11 Total	$0.00
					Total Square Footage	1,350,865					Total Bid by Firm	$731,689.68

Additional Area Cleaning Cost:

Ceramic: Scrub	0.15	per sq. ft.
Carpet: Shampoo	0.15	per sq. ft.
Window Cleaning Exterior (Outside of Scope)	0.15	per sq. ft.
Window Cleaning Interior (Outside of Scope)	0.15	per sq. ft.
Day Porter	15.5	**Per Hour**

Emergergency Service Call Cost - 2hr. Response Time Based on 1hr. On site.

Century Library	$_____125_____
Genealogy Library	$_____125_____
Legion Field	$_____125_____
Molino Library	$_____125_____
S.W. Library	$_____125_____
Tryon Library	$_____125_____
W. Florida Regional Library	$_____125_____
Additional Hourly Rate	$_____25_____

Zone Totals	Zone
$0.00	1
$368,142.52	2
$137,588.89	3
$0.00	4
$0.00	5
$126,766.87	6
$0.00	7
$0.00	8
$0.00	9
$99,191.40	10
$0.00	11
$731,689.68	

AGREEMENT RELATING TO CUSTODIAL SERVICES (P.D. 19-20.092)

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, FL 32502, and Eagle Janitorial Service, Inc. (hereinafter referred to as "Contractor"), a Florida for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 63-1185437, whose principal address is 525 Belview Street, Bessemer, AL 35020.

WITNESSETH:

WHEREAS, on August 21, 2020, the County issued a Request for Proposals (P.D. 19-20.092) seeking contractors to perform custodial services for various Escambia County facilities located within eleven zones; and

WHEREAS, Contractor submitted a proposal demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. After being properly executed by the Parties named herein, this Agreement shall commence on November 1, 2020, and continue for an initial term of thirty-six (36) months expiring on October 31, 2023. Upon mutual agreement, the Agreement may be renewed for two additional twelve (12) month terms up to a maximum of sixty (60) months. The County shall provide written notice of the desire to renew or extend the Agreement at least thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's *Request for Proposals Custodial Services for Various Escambia County Facilities, Specification No. P.D. 19-20.092*, attached hereto and incorporated herein as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail. Additional cleaning services and emergency services may be requested by the County on an as-needed basis.

4. Compensation. In exchange for the Contractor's provision of the scope of services referenced in Section 3 above, County agrees to pay the Contractor as follows and as further specified in the Contractor's proposal attached hereto and incorporated herein as **Exhibit B**:

Zone 5 in an amount not to exceed $36,140.00 per year;
Zone 6 in an amount not to exceed $101,210.00 per year;
Zone 7 in an amount not to exceed $33,040.00 per year;
Zone 8 in an amount not to exceed $30,370.00 per year; and
Zone 9 in an amount not to exceed $20,510.00 per year.

In exchange for the provision of any requested additional cleaning services or emergency services referenced in Section 3 above, County agrees to pay Contractor as follows:

Additional Area Cleaning Cost		
Ceramic: Scrub	$0.18	per sq. ft.
Carpet: Shampoo	$0.18	per sq. ft.
Window Cleaning Exterior (Outside of Scope)	$0.12	per sq. ft.
Window Cleaning Interior (Outside of Scope)	$0.15	per sq. ft.
Day Porter	$16.85	Per Hour

Emergency Service Call Cost – Two-Hour Response Time Based on One Hour On-Site	
Century Library	$125.00
Genealogy Library	$125.00
Legion Field	$125.00
Molino Library	$125.00
S.W. Library	$125.00
Tryon Library	$125.00
W. Florida Regional Library	$125.00
Additional Hourly Rate	$16.85

Contractor shall be responsible for providing all supplies, equipment, and labor necessary to perform services pursuant to this Agreement.

5. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Price Adjustments. Contractor may request price adjustments once every twelve (12) months. Requests must be provided to the Director of Facilities Management no later than May 1st and shall take effect on November 1st of the year in which the request was submitted. Any requested price increase shall be accompanied by appropriate documentation of a bona fide cost increase to the Contractor based upon an increase in the consumer price index (CPI) and/or an

increase in the minimum wage. Any price decrease effectuated during the term of the Agreement shall be passed on the County by the Contractor. Any price adjustment shall be accomplished by written amendment to this Agreement and approved by the Board of County Commissioners.

7. Changes in Scope. The County reserves the right to increase or decrease the frequency of services or the number of buildings or square footage within a zone as may be required. The County will provide Contractor with not less than forty-eight hours prior written notice of any such modifications. Rates for new areas shall be based upon the cost per square foot as bid for the same or similar building within the zone. No minimum quantity of work is guaranteed during the term of this Agreement, and only those tasks assigned by the Contract Administrator may be compensated.

8. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory Workers' Compensation and Employers' Liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease; and

(d) Fidelity Bond with $1,000,000 per occurrence coverage limit.

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Eagle Janitorial Services, Inc.	To: Escambia County
Attention: Michelle Scholtz	Attention: County Administrator
525 Bellview Street	221 Palafox Place, Suite 420
Bessemer, AL 35020	Pensacola, Florida 32502

Rejection or other refusal by the addressee to accept or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state, and local laws, rules, policies, or guidelines related to the performance of this Agreement.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver

this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

20. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-29-2020

CONTRACTOR:
EAGLE JANITORIAL SERVICE, INC., a Florida for-profit corporation authorized to conduct business in the State of Florida.

By: _____
Michelle Scholtz, President

Attest:

_____
Corporate Secretary

Date: _____

[SEAL]

EXHIBIT A NOT ADA COMPLIANT

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALS

CUSTODIAL SERVICES FOR VARIOUS ESCAMBIA COUNTY FACILITIES
SOLICITATION NUMBER PD 19-20.092

Responses will be received until 2:00 PM, CDT, September 04, 2020

A pre-solicitation conference will NOT be held

ESCAMBIA COUNTY OFFICE OF PURCHASING
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All request for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal Responses will be provided.

Assistance:

Jeffrey Lovingood
Purchasing Coordinator
Phone: 850-595-4953
Email: JDLovingood@myescambia.com

Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by

the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within three percent (3%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent (2%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent (4%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all, or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

Escambia County, Florida
Request for Proposals

Proposer's Checklist
Custodial Services for Various Escambia County Facilities

Solicitation Number PD 19-20.092

HOW TO SUBMIT YOUR PROPOSAL

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- Electronic Copies – The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One (1) original and one (1) electronic copy via CD or flash drive OR uploaded via Vendor Registry.
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the "Insurance Requirements" portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at http://www.sunbiz.org/search.html)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A "NO PROPOSAL":

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter "No Proposal" in the "Reason for no Proposal" block, the firm's name, firm's address, and signature of a person authorized to sign on behalf of the firm.

Custodial Services for Various Escambia County Facilities

PD 19-20.092

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

	Page
Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Entity Crimes	1
Drug-Free Workplace Form	3
Information Sheet for Transactions and Conveyances Corporate Identification	4
General Terms and Conditions	6
Special Terms and Conditions	8
I – General Information	15
II – Information Required from Submitters	17
III – Criteria for Selection	19
IV – Scope of Work	20
Escambia County Ordinance and Resolution	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is:

_____

_____

and, if applicable, its Federal Employer Identification Number (FEIN) is:

_____
(If the entity has no FEIN, provide the Social Security Number of the Individual signing this sworn statement.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity, or with an agency or political subdivision of any other state or of the United State, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United State and involving antitrust, fraud, theft, briber, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a please of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

management of the entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

Please indicate which statement applies:

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Please attach a copy of the Final Order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO (2) OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

SIGNATURE

Sworn to and subscribed before me this ____ day of _____, 20___

Personally known _____ OR produced identification _____ (ID Type: _____)

Notary Public in the State of _____

My Commission Expires: _____

_____

Printed, Typed, or Stamped Commissioned Name of Notary Public

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilt or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good-faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

CHECK ONE:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES
CORPORATE IDENTIFICATION

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is therefore vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Please Circle One

Is this a Florida Corporation? Yes or No

If not a Florida Corporation,

In what state was it created? _____

Business Name as spelled in that state: _____

What kind of corporation is it? "For Profit" or "Not for Profit"

Is the corporation in good standing? Yes or No

Is the corporation authorized to transact business in the State of Florida? Yes or No

If so, please provide the State of Florida Department of State Certificate of Authority Document Number: _____

Does the corporation use a registered fictitious (d/b/a) name? Yes or No

Names of Officers:

President: _____

Corporate Secretary: _____

Vice President: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (as used in Florida)

_____

spelled exactly as it is registered with the state or federal government

Corporate Address:

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip _____

Please provide both the post office box and street address for mail and/or express delivery; also for recorded instruments involving land. **(Please continue and complete page 2)**

INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES
CORPORATE IDENTIFICATION

Federal Identification Number: _____

For all instruments to be recorded, taxpayer's identification is required.

Contact Person for the Company:

Email: _____

Tel.: _____

Fax: _____

Printed Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, the Agreement will be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the firm's Board of Directors on behalf of the company. The awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing.

_____

- END –

Information reviewed by County for responsiveness by: _____

Date: _____

ESCAMBIA COUNTY, FLORIDA
GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information below) by telephoning the Office of Purchasing at (850) 595-4980, or by emailing purchasing@myescambia.com.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer, and Bid Form, in accordance with these General Terms and Conditions constitute an offer from the Offeror. If any or all part of the offer are accepted by Escambia County, Florida, and authorized representative of the County shall affix their signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information: https://myescambia.com/our-services/purchasing then click "Solicitations."

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
- 5.01 Taxes
- 5.02 Discounts
- 5.03 Mistakes
- 5.04 Condition and Packaging
- 5.05 Safety Standards
- 5.06 Invoicing and Payment
- 5.07 Annual Appropriations

6. Additional Terms and Conditions
7. Manufacturer's Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
- 9.01 County Procedure on Acceptance of Gifts
- 9.02 Contractors Required to Disclose Any Gift Giving
- 9.03 Gratuities

10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancelation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – Click Here to access the Department of State, Division of Corporations Certification/Registration Form for Doing Business in Florida.
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. Online Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

INSTRUCTIONS TO OFFERORS

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.092, Custodial Services for Various Escambia County Facilities, Name of Submitting Firm, September 04, 2020 at 2:00 PM CDT.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/disqualification of submittal;

2) Termination of contract; or

3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check, or certified check in the amount of One Thousand Dollars ($1,000.00).

Checks or bonds are to be made payable to Escambia County, Florida. **The amount of the check or bond is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.**

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by the contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the Purchase Order by signing the Solicitation, Offer, and Bid Form and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of their cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. The last day for questions will be September 01, 2020 at 5:00 PM CDT.

4. Proposal Forms

This Solicitation contains a Solicitation, Offer, and Proposal Form which shall be submitted by either (choose one):

- A sealed envelope, with Original (wet) signature in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted. **Firms electing to submit original forms shall also provide a complete copy of the bid response via CD or flash drive.**
- Uploading to Vendor Registry a PDF of the signed Bid Form with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

There will be no pre-solicitation conference.

6. Diversity

Pursuant to Resolution R2018-87, the Escambia County Board of County Commissioners has expressed its support for diversity in the County's procurement process and affirmatively encourages all vendors, contractors, and subcontractors providing goods or services for the County to promote diversity and provide equal opportunities for the participation of local small-, minority-, women-, and service-disabled veteran-owned businesses.

Pursuant to Sec. 46-110, Sec. 46-111, and Sec. 46-112 of the Escambia County Code of Ordinances, Escambia County is committed to providing the maximum opportunity for increased participation of local small-, minority-, women-owned business enterprises in the procurement of goods and services by the County. Qualifying businesses who wish to participate in this program may apply for certification as a small, minority, and/or woman-owned business by contacting the Office of Purchasing.

Please note: Sec. 46-110, Local Preference in Bidding, Sec. 46-111, Small Business Enterprise Program, Sec. 46-112, Participation of Minority and Women Business Enterprises, and Resolution R2018-87 are attached to this document. Compliance with

7. Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

   1. The potential for fire, explosion, corrosiveness, and reactivity;

   2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

   3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

8. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state, and local safety codes.

9. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

10. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. Protection of Property/Security

A. The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

B. All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

C. The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

D. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

E. The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

F. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

G. The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evening and weekends.

H. The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

12. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

13. Contract Term/Renewal/Termination

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for up to two (2) additional twelve (12) month periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

14. Option to Extend the Term of the Contract

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed five (5) years.

15. Pricing

All services sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

16. Changes – Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas.

A. Description of services to be performed

B. Time of performance (i.e., hours of the day, days of the week, etc.)

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

17. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

18. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

19. Award

Award shall be made on an "all-or-none total by zone".

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

A. In an effort to encourage small businesses that may not have the infrastructure to service a client as large as the County, the Board of County Commissioners has asked that all of the County facilities be put into smaller Zones that small businesses can service.

B. With this in mind, vendors are encouraged to bid on each Zone, however, the vendor's bid for a Zone should reflect that the bid is a stand-alone price for that Zone.

1) The vendor may or may not be awarded any Zones.

2) The vendor may or may not be awarded multiple Zones.

C. Any firm that bids on a Zone and refuses to accept award or refuses to enter into an agreement with the County for any reason shall have the firm's Bid Surety retained by the County and not returned to the vendor.

20. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period, or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

21. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is

finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

Non-Contract Insurance Requirements

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred", however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract, or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall

be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract, or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage – Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract, or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract, or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   213 Palafox Place 2nd Floor
   Pensacola, FL 32591
   Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Fidelity/Dishonesty/Liability Coverage – for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety, and Insurance)

Part I	General Information:
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors:
2-1	Proposal Format and Content
2-2	Introduction
2-3	Understanding the Project
2-4	Methodology Used for the Project
2-5	Management Plan for the Project
2-6	Experience and Qualifications
2-7	Cost Proposal

Part III	Criteria for Selection:
3-1	Evaluation Matrix
3-2	Evaluation Criteria
3-3	Evaluation Method
3-4	Non-Responsive Proposals
3-5	Notification
Part IV	Scope of Work:
4-1	Summary
4-2	Custodial Cleaning Specifications
4-3	Custodial Schedules
4-4	Special Instructions for Buildings
4-5	Additional Provisions
4-6	Contractor Requirements
4-7	Cost Increases
4-8	Additions/Deletions
4-9	Complaints
4-10	Supplies, Chemicals, and Equipment
4-11	Safety Requirements
4-12	Inspection Criteria

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to provide Custodial Services in County-owned and maintained facilities as noted in Exhibit "A". The primary objective of this RFP is the selection of the most qualified and experienced Contractor(s) to provide these Custodial Services in a manner that is most advantageous to the County.

1-2 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Donald Knight, Custodial Manager, Facilities Management Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-3 CONTRACT CONSIDERATION

It is expected that the contract shall be a multi-award, term agreement, and shall officially begin on October 1, 2020.

1-4 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-5 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Coordinator, in writing via email at JDLovingood@myescambia.com.

1-6 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-7 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing (Advertisement) Date……..….August 21, 2020

B. Last Date for Questions…….September 01, 2020 at 5:00 PM CDT

C. Receipt of Proposals.....September 04, 2020 at 2:00 PM CDT

D. Ranking Meeting.....September 09, 2020

E. Target Board Date…..……....September 17, 2020

F. Projected Start Date……..…….October 01, 2020

1-8 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in their proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-9 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-10 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-11 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

All Proposers shall provide a straightforward and concise description of their ability to meet the RFP requirements.

All RFP documents (excluding the Excel Spreadsheet) shall be contained in a single PDF- or Microsoft Word-type document. The Excel Spreadsheet will also be returned complete as a single document.

There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. All proposals submitted in a sealed envelope shall be in spiral binding or "GBC" type binder with all pages 8.5" x 11" format. The County discourages overly lengthy or costly proposals.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP. It is understood by the County that staff may need to be hired to accomplish the tasks required. Firms shall provide an organizational chart and narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed.

[a] Title,

[b] Résumé,

[c] Location(s) where work will be performed,

[d] Itemize the total cost and the number of estimated hours for everyone named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those staff or subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract. A substitution of staff or subconsultants, the addition of any subconsultants, or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Provide reference names and phone numbers for similar projects your firm has completed.

It is understood that firms will likely need to hire new staff to perform the duties outlined in this solicitation. For any employees that will need to be hired as a result of this award, please include a job description for the role(s) that will be filled, as well as your companies policies and procedures related to hiring and training.

2-7 COST PROPOSAL

Please see the attached Excel spreadsheet for Proposal pricing information. The Excel spreadsheet provides firms with a list, by zone, of each building/facility to be serviced.

A. Firms shall provide pricing based on the annual cost for servicing each building within a zone, based on a three (3) year agreement with up to two (2) one-year renewals.

B. Proposers are asked to offer complete pricing for each of the eleven (11) zones the firm is willing to service for the mutually agreed upon term noted in **2-7, A.**, above. Proposers are not required to offer pricing for any zone they do not wish to service.

C. **At the discretion of the Selection Committee, firms <u>may</u> be recommended for award by the Board of County Commissioners for zero, one, or multiple zones.** It is therefore imperative that pricing for each zone shall be "stand-alone" pricing representing the true cost to the County of that specific zone. The prices offered for each zone by the Proposer shall not be based on the firm being awarded any other zone. The pricing listed for any zone shall be considered a stand-alone price and the recommended award for such zone shall have no bearing on the recommendation to award any other zone.

D. **The Selection Committee reserves the right to limit the number of zones for which a firm will be recommended for award.**

E. Proposals that do not provide pricing for each building <u>within a zone</u> will result in the zone being considered non-responsive. If the overall proposal is responsive other zones bid will be considered, however, the County cannot select Vendors to service a zone based on incomplete information.

F. Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies,

overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

G. In addition to the pricing for each zone, firms are asked to complete the Excel spreadsheet relating to Additional Area Cleaning Cost and Emergency Service Call. These are requested rates for any services outside the standard Scope of Work and shall be completed in full. Incomplete information for Additional Area Cleaning Cost and Emergency Service Call may result in a Proposer's complete bid being deemed non-responsive.

2-8 The Board has requested that each firm provide their status relating to being a minority-, woman-, and/or veteran-owned business. If a firm is using sub-contractors, the Bidder must provide the business status of the sub-contractor.

Additionally, the Board has requested that Bidders provide a breakout of the firm's employees by minority status, as well as the status of employees of any sub-contractor that will be performing the work.

The following are the designations requested:

1. **WOSBE** – Woman-Owned Small Business Enterprise
2. **VOSB** – Veteran-Owned Small Business
3. **SDVSOB** – Service-Disabled Veteran-Owned Business
4. **EDWSOB** – Economically Disadvantaged Woman-Owned Small Business
5. **DBE Certified** – Disadvantaged Business Enterprise
6. **SBA 8(A) Certified** – Small Business Administration program for small businesses owned by socially and economically disadvantaged people or entities.
7. **HUBZone Certified** – Historically Underutilized Business Zone, a federal program to encourage small businesses to locate in and hire employees from economically disadvantaged areas.
8. **Minorities**:
    A. African American
    B. Hispanic
    C. Asian
    D. Native American
    E. Pacific Islander

Please note that a copy of the Escambia County Code of Ordinance related to Small Business Enterprise (Sec. 46-111) and Participation of Minority and Women Business Enterprises (Sec. 46-112) has been included in this document.

PART III CRITERIA FOR SELECTION

3-1 EVALUATION MATRIX

To ensure that all RFP's are fairly evaluated, scored, and ranked, it is particularly important that the RFP's are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of the vendor's proposal.

All proposals will be evaluated on the following scale:

		Maximum Point Value
1.	Scope of Services	10
2.	Adequacy of Staffing and Supervision	20
3.	Related Experience	20
4.	Safety Program and Training of Personnel	10
5.	Distance to Sites	20
6.	Proposed Fee Schedule	20
	Total Points Possible:	**100**

3-2 EVALUTATION CRITERIA

The recommendation to award any contract(s) will be based on each firm's responses to the following criteria as addressed in the RFP. References to "Project" in the evaluation criteria are related to potential projects within the services described in this RFP. Please separate the RFP responses into the following categories:

1. Scope of Services

A. Describe your firm's depth of understanding of the work.

B. Clarify your firm's capacity to successfully provide the services required. Additionally, firms shall include their plan for scaling up trained staff in preparation for an October 1, 2020 start date.

C. Include quality assurance procedures to be utilized.

D. Indicate the firm's willingness to work with County staff in the creation and implementation of site-specific work-orders and task plans.

2. Adequacy of Staffing and Supervision

A. Describe the typical organizational structure to be used to staff County facilities and the responsibilities of each staff member.

B. Provide a brief résumé of proposed Site Supervisor(s) and other key positions. No more than one page dedicated to each individual.

C. Provide an organization chart for each Zone and indicate which positions are full- and part-time. Include an organizational chart showing corporate support, if applicable.

D. Provide staff qualifications including job descriptions which indicate minimum qualifications required.

E. The County recognizes that in order to recruit and retain quality personnel, the Proposer may offer a package of benefits including life insurance,

health insurance, and paid leave, among other potential benefits. Please indicate the benefits offered/provided to employees and if the company or employee pays the expense.

F. Indicate the Proposer's plan to minimize turnover and assure the highest rates of retention. Provide a five (5) year history of turnover for all previous contracts.

3. Related Experience

A. List all clients currently under contract.

B. Include information on previous and current experience with commercial contracts of similar size and/or dollar value.

C. Include reference letters from the client on each of the three (3) most closely related agencies or businesses. References are to be specific to the Proposer. The references shall include the company name, address, contact email address and phone number. References shall not include any County employees or members of the Escambia County Board of County Commissioners.

D. Include approximate square footage and cost of contract(s).

E. Provide a summary of any litigation, claim, or contract dispute(s) which have been finalized and/or decided by a Court of Law, which were filed by or against the Proposer in the past five (5) years. Include a summary of the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved.

4. Safety Program and Training of Personnel

Provide a copy of the Proposer's Training Plan to include but not be limited to the following:

A. Management's Safety Policy Statement.

B. Hazard Assessment and Safety Planning processes.

C. Staff training plans for Occupational Safety and Health (OSHA).

D. Plans for the handling and clean-up of blood-borne pathogens.

E. Driver safety training, including golf cart operations.

F. Staff orientation program.

G. On-going training and experience requirements.

H. Data to support the existence and quality of the programs the Proposer brings to the operation with respect to providing a safe and secure workplace.

5. Distance to Sites

Indicate the primary location of the Proposer's office that will have direct responsibility for this contract. If the distance from the project exceeds sixty (60) miles, describe how the project would be effectively managed or what limitations in services, if any, the County might expect as a result of the distance.

6. Proposed Fee Schedule

A. Provide the pricing schedule on the Price Proposal Form (Excel).

B. The proposed rates shall remain firm for the first year of the contract term and shall include all charges incurred in fulfilling the terms of the contract.

C. Each year, on or before January 31, the awarded vendor may request a rate increase.

1) An increase in contract rates will require prior written approval by the County and shall take effect at the next fiscal year or renewal period, if any remain, and if the Board awards the new rate.

2) All increases related to changes in wage law(s) or other applicable laws shall not be retroactive and can only be granted for the upcoming year of service. When wages are affected by changes to the wage law(s), only the specific positions affected by the wage law(s) will be reviewed to determine the increase.

3) Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

3-3 EVALUATION METHOD

The County will appoint a Selection Committee to evaluate proposals and will evaluate and rank all responsive proposals to determine which proposal(s) best meet the needs of the County based on the evaluation criteria. A firm(s) shall then be recommended for award by the Escambia County Board of County Commissioners.

The County may elect to choose to award zero, one, or multiple zones, and may adjust which buildings are within each zone.

The County shall be the sole judge of its own best interests, the proposals, and the approval of any resulting contract. The County's decisions shall be final.

3-4 NON-RESPONSIVE PROPOSALS

Non-responsive proposals will be rejected by the Purchasing Department and may not be distributed to the Selection Committee for consideration. Additionally, the Selection Committee may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include but are not limited to the following:

1. Failure to sign the proposal and failure to have the proposal signed by someone with authority at the firm to sign a binding agreement.
2. Failure to acknowledge addenda (unless all changes are not material to the Scope).
3. Failure to provide required submittals/documentation.
4. Submission of a late proposal.
5. Firm does not meet minimum requirements.

3-5 NOTIFICATION

Upon completion of the evaluation of all written proposals, the Selection Committee will meet on September 09, 2020. At this time, the Selection Committee shall rank then recommend firms for zero, one, or multiple zones.

The Ranking meeting is a public meeting; however, it is not a public-participation meeting. Firms can join by coming to the Office of Purchasing for the Ranking meeting or by attending a videoconference, the link for which will be provided to all responsive proposers.

PART IV SCOPE OF WORK

4-1 SUMMARY

The Contractor shall provide all labor, supplies, and equipment needed to perform required services. The Scope is defined as cleaning and maintaining all interior areas and exterior entrances for the building under contract unless otherwise specified in writing by Facilities Management.

DEFINED TASK: The following tasks defined as general cleaning shall be deemed the "Scope of Work" for the purposes of this solicitation.

4-2 CUSTODIAL CLEANING SPECIFICATIONS

A. Floor Maintenance

Floors shall be cleaned in accordance with the following standards to maintain a safe, sanitary condition, present a pleasing appearance, and provide protection from damage.

1. **Damp Mopping:** A damp-mopped floor shall have an evenly cleaned surface that is free of dirt, dust, hair, mop marks, smears, film, dirt residue, streaks, debris, and standing water. All mop marks on baseboards, doors, and furniture shall be removed. Floors that cannot be cleaned satisfactorily by damp mopping shall be scrubbed.
2. **Scrubbing:** A scrubbed floor shall have an evenly cleaned surface that is free of dirt, dust black marks, and other foreign matter to the floor surface. Wax that has been removed during the scrubbing operation shall be reapplied.
3. **Buffing:** A buffed floor will be done in such a manner that the finish will be evenly distributed on the floor surface. The floor surface shall present an even, clean, and uniform sheen, with no brush marks left upon completion of work. Floors shall be dust mopped, damp mopped, and have black marks removed prior to buffing operation.
4. **Spray Buffing:** A spray-buffed floor shall have received spray applications of wax and sufficient buffing to provide a high gloss finish that blends in with the surrounding floor finish. The floor surface shall be cleaned to remove all dust, dirt, and black marks prior to the buffing operation.
5. **Stripping of Waxed/Sealed Surfaces:** A properly stripped floor shall have all wax/sealer removed down to the flooring material. The floor shall be left free of all dirt and stains.
6. **Waxing:** A properly waxed floor shall have an even coating of slip-resistant wax. The floor shall be clean and bright, including corners and under furniture. Wax shall be buffed to a uniform sheen, leaving no brush marks. If self-polishing wax is used, buffing is not required.
7. **Sealing:** A properly sealed floor shall have an even coating of slip-resistant sealer. The floor shall be clean and bright, including corners and under furniture.
8. **Polishing:** A properly polished floor area shall be free of small objects such as paper clips, staples, etc. This shall include removal of trash and debris of building interior and exterior doorways.

9. **Vacuuming:** A properly vacuumed floor, carpet, elevator, and stairway shall be free of all dust, dirt, cobwebs, grit, and lint. This includes debris in corners, behind doors, and under furniture (except permanently positioned items, such as built-in, safes or file cabinets). Removal of chewing gum or other foreign matter is considered part of vacuuming process.

10. **Detailing:** Properly detailed carpeting shall be vacuumed with edging tools around edge of carpet, desk legs and other areas inaccessible to equipment. This process shall be done at the time of each vacuuming or cleaning.

11. **Steam Cleaning:** Properly steamed carpet shall be free of dirt, streaks, stains, and spots.

12. **Spot Cleaning:** All floor and carpet areas spot cleaned shall be free of all stains, deposits, and cleaning marks.

13. **Rug and Carpet Care:** A properly cared for carpet shall be free of dirt, streaks, stains, spots and have a bright uniform color.

14. **Interior Concrete, Brick, and Ceramic Tile Floor Care:** Properly cared for concrete, brick and ceramic tile floors shall be free of streaks, stains, black marks, spots, gum, and other foreign matter to floor surfaces and shall have a bright, uniform color and appearance. Waxing of concrete and ceramic tile floors is prohibited.

15. **Baseboard Care:** All baseboards shall be kept clean and free of dust, dirt, splash marks and other matter foreign to the surface. Baseboards should be free of wax buildup at VCT floors.

B. Building Surfaces Maintenance

Building surfaces shall include doors, elevators, interiors, shelves, walls, trim, woodwork, handrails, stair rails, banisters, baseboard, frames, windowsills, ledges, and other horizontal surfaces.

1. **Vacuuming/Dusting** – A properly vacuumed/dusted surface is free of all dust, dirt, streaks, lint, and cobwebs.

2. **Washing** – Properly washed doors, walls, trim, woodwork, shelves, baseboards, handrails/stair rails, including their component parts, shall be clean and free from all dirt, dust, film streaks, smudges, lint, cobwebs, and debris.

3. **Damp Wiping** – Surfaces properly damp wiped shall be free of dirt, dust, marks, film, streaks, smudges, lint, cobwebs, and other debris.

4. **Horizontal Surfaces(s) Care** – Properly cared for horizontal surfaces shall be free of all dust, dirt, streaks, lint, and cobwebs.

5. **Metal Cleaning and Polishing** – Properly cleaned and polished metal surface(s) shall be clean and bright without deposits or tarnish. Metal cleaner shall be promptly removed from adjacent surfaces.

6. **Spot Cleaning** – Surfaces adequately spot cleaned shall be free of all stains, deposits and substantially free of cleaning marks.

7. **Glass and Mirror Cleaning** – Glass and mirrors accessible surfaces cleaned shall be without streaks, film, smudges, deposits and stains with a

uniformly bright appearance and adjacent surfaces wiped clean. Glass surfaces shall include, besides windows and mirrors, all display cases, and cabinets, building directory board enclosures, picture frame enclosures and glass panels within or adjacent to interior and exterior doors.

C. Windows Maintenance

1. **Window Washing and Brushing of Screens** – Properly washed window/door pane and frame shall be free of dirt, film, smudges, streaks, and other debris both inside and out. Screens, sunshade screens and screen frame shall be free of dust, dirt, cobwebs, lint, and other debris. Brushing shall be accomplished outside of building at location that does not conflict with other activities or cause damage to screens. Screens that are removed shall be replaced in their original positions.

2. **Vertical/Mini-Blinds** – Properly cleaned blinds(s) shall be free of all dirt, dust, smudges, film, streaks, lint, and cobwebs.

3. **Drapery Care** – Draperies shall be vacuumed in place. Extreme care shall be taken to protect draperies during the vacuuming process.

4. **Windows** – Both interior (all floors) and exterior (1st Floor) windows should be cleaned minimum twice (2) per year starting before each term (March and October), or as needed as determine by the County representative.

D. Furnishings Maintenance

1. **Furniture Care** – Properly cared for furniture, wall hangings, and office equipment shall be free of surface dirt, dust, streaks, spots, smudges, oily film, lint, and cobwebs. Furniture shall include desks, tables, chairs, bookcases, file cabinets, etc. Wood furniture shall be polished with the appropriate wood or laminate polish that will restore the original shine.

2. **Breakrooms, Kitchens, Lunch and Snack Area Tables, Chairs and Other Surfaces** – Wash and disinfect top and sides of tables, chairs, and other surfaces. Tables shall be clean and free of dirt, dust, smudges, deposits, and debris, including chairs, cabinet tops, sinks, and other surfaces.

3. **Drinking Fountains** – All drinking fountains, porcelain, and polished metal surfaces, including the orifices and drains shall be disinfected. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other soil. This requirement includes all drinking fountains within the facilities and considered a part of the building unit to which they are located in or nearest to and identified as a part of the facility.

4. **Light Fixtures** – Interior and exterior - Properly cleaned fluorescent fixtures shall be free of stains, dust, bugs, dirt deposits and cleaning marks. Other light fixtures that have a globe and shade or plastic type panel shall be free of all stains, bugs, dust, dirt deposits and cleaning marks.

5. **Ashtray and Urns** – Properly cleaned ashtrays shall be free of all ashes, deposits, stains, and debris. Urns shall be free of all cigarette butts and debris DAILY.

6. **Walk-Off Mats** – All walk-off mats shall be dry and free of dirt, lint, streaks, stains, and spots.

7. **Trash Containers** – Properly cared for trash receptacles(s) shall be emptied, cleaned, and left dry, free of sludge, deposits, dirt, streaks, and odors both inside and out. Trash receptacle refers to all receptacles used for the collection of wastepaper and debris, including swing top containers, wastebaskets, and similar containers. All trash receptacles shall have a new plastic trash can liner installed each time after the trash is removed and the receptacle has been cleaned.

8. **Partitions** – Properly cleaned partitions(s) shall be free of dirt, lint, deposits, streaks, and smudges.

9. **Cleaning of Upholstery** – Upholstered furniture properly and satisfactorily shampooed shall be free of dirt, streaks, stains, and spots.

E. Bath/Toilet Rooms, Gym Shower Rooms, and Utility Spaces

1. Properly cared for bath/toilet rooms, locker rooms and utility spaces shall have their flat surfaces dusted, and trash removed.

2. Wash basins, utility sinks, toilet bowls and seats, urinals, plumbing fixtures, air vents, mirrors and dispensers shall be cleaned and disinfected each time a cleaning service is provided.

3. Toilets and urinals shall be free from streaks, stains, scale, scum, urine deposits, rust stains, and odors. Wash basins and utility sinks shall be free from streaks, stains, scale, scum, rust stains, soap deposits and odor.

4. Wainscots, baseboards, stall partitions, doors and walls shall be free of all stains and spots.

5. Floors shall be swept, mopped, and disinfected during each service. Floor and wall areas within the immediate proximity of urinals and toilets bowls shall be cleaned and disinfected and kept odor free.

6. Bath enclosures, shower walls, including shower curtains and shower floors, shall be cleaned, and disinfected to remove all spots, streaks, and soap deposits each time a service is provided.

7. Plumbing pipes, fixtures, faucets, and metalwork shall be clean and bright, and free of dirt, dust, and deposits.

8. All dispensers (paper towels, toilet paper, toilet seat sleeves, hand soap, sanitizer, and sanitary napkin/tampon) shall be filled as required.

9. All floor drains shall be disinfected on a weekly basis.

F. Removal of Trash and Recycle Containers

1. To include the removal and disposal of trash from trash receptacles and recycling containers, as well as trash in boxes, bags or other items marked “trash” and placed next to trash containers or in hallways.

2. Also includes picking up trash from all exterior trash containers and removing cigarette butts from urns and maintaining clean urns with fresh sand.

3. The Contractor will comply with any current or future recycling program(s) established by the state, the county, the municipality.

4. The County will provide trash and recycling dumpsters in various locations on each location.

G. Entranceway Service and Sidewalks

1. Doors, door frames, door glass, door handles and plates shall be cleaned/or polished to present a clean appearance free from tarnish, streaks, stains, and hand marks.

2. All covered breezeways shall be treated as an exterior building surface and shall be cleaned in accordance.

H. Computer and Office Areas

1. Rooms, areas, and spaces containing electronic data processing equipment shall be vacuumed, damp wiped, damp mopped and/or surfaces washed as scheduled. No sweeping shall be allowed in these equipment rooms and associated spaces; dusting with cloths shall not be permitted. Cleaning of raised floors and concrete decks in these rooms shall be performed in such a manner that no liquids will seep through or penetrate the sub-floor cabling and ductwork.

2. The Contractor shall not move nor jar PC's, printers or any other piece of equipment used for data processing. Contractor shall exercise extreme caution when using water buckets in data processing areas, mounting them in dollies to prevent spillage. Contractor shall, without delay, report any spillage or other errors in the cleaning operation to the Escambia County representative.

3. The Contractor shall prohibit their employees from disturbing papers or any items on desks, opening desks or file drawers, using telephone or office equipment, or otherwise disturbing the day-to-day operations of the County.

I. Elevator Service

As part of the scheduled cleaning of floors and surfaces, the Contractor shall clean all interior surfaces and external doors of passenger and service elevators to maintain a clean appearance. Metal surfaces shall be properly cleaned and polished without fingerprints, deposits, or tarnish. This includes all elevator tracks.

J. Dusting

1. **Low Dusting** – After low dusting all dust, lint, litter and dry soil shall be removed from the horizontal surfaces of file cabinets and other types of office furniture and equipment, and from horizontal ledges, windowsills, handrails to a line 7' above floor level.

2. **High Dusting** – After high dusting all dust, lint, litter and dry soil shall be removed from all surfaces 7' above the top of the floor surface. Blinds, where installed, are included in high dusting, whether above or below the 7'.

3. **Other** – Clean off all spider webs on interior/exterior building surfaces and all stairwells.

K. Office/Conference Areas (Each Occurrence):

1. **Trash Receptacles** – Empty trash in designated areas, replace liners in the receptacle.
2. Sanitize telephone and telephone handsets.
3. Remove trash from behind doors and entrance ways.
4. Vacuum all carpeted areas.
5. Spot clean carpet (as spots appear).
6. Clean and dust all room furniture and fixtures.
7. Wash interior windows (as needed).
8. Dust all spaces (Do not move or rearrange papers on office desks or work surfaces).
9. Wipe and clean air diffusers, returns, and grilles associated with the building's heating, ventilating, and air conditioning systems.
10. Wipe and clean ceiling light-fixture covers (as needed).
11. Recycle Receptacles – Empty recyclables to designated areas.

L. Resilient Floor Area (Each Occurrence):

1. Sweep floors.
2. Dust mop marble, hardwood, and ceramic floors with dust treatment.
3. Damp mop vinyl tile or resilient floors with germicidal floor cleaner.
4. Spray buff vinyl tile or resilient flooring, as needed to maintain a high luster with no scuff marks.
5. Wall Baseboards – Clean and keep free of dust and wax build up.

M. Gymnasium Floor Area (Each Occurrence):

1. Dust mop flooring with appropriate dust treatment.
2. Damp mop flooring with appropriate cleaner.
3. Wall Baseboards – Clean and keep free of dust and dirt build up.

N. Carpet Floor Areas (Each Occurrence):

1. Vacuum <u>all</u> carpeted areas.
2. Spot clean carpet (as spots appear).
3. Wall Baseboards – Clean and keep free of dust build up.

O. Entrance and Common Areas (Each Occurrence):

1. Vacuum carpets and carpet runners.
2. Remove trash and replace trash receptacle liners.
3. Clean and sanitize all water fountains.
4. Clean restrooms (As per restroom cleaning requirements).

5. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.

6. Empty and wipe clean trash and cigarette butt receptacles at exterior entrances.

7. Wash exterior windows, store fronts, and doors at building entrances (inside and out).

8. Clean, sweep, and wash down exterior entrances up to 25 feet from doors.

P. Janitorial Storage Closets (Each Occurrence):

1. Mops rinsed clean after use and hung properly to air dry.

2. Room cleaned and equipment neatly stored.

3. Trash and combustible materials removed.

4. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.

5. Properly store all cleaning solvents and agents.

6. Ensure janitorial sink faucets and fill hoses are properly secured.

Q. Break Room and Kitchen Areas (Each Occurrence):

1. Empty trash receptacles and replace liners.

2. Clean counter tops, sinks, tables, and chairs with germicidal cleaner.

3. Wipe down countertop appliances (coffee machines, microwave ovens, etc.) with the manufacturer's approved cleaning product.

4. Wipe down refrigerator, stove, and dishwasher's exteriors with the manufacturer's approved cleaning product.

5. Recycling Receptacles – Empty all recyclables and deliver to designated dumpster/receptacle location.

6. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.

7. Scrub and maintain a brilliant shine on all stainless steel and chrome (sinks and plumbing fixtures).

R. Restrooms (Each Occurrence):

1. Empty trash receptacle and replace liner.

2. Clean and sanitize sinks/lavatories.

3. Clean and disinfect toilets/commodes.

4. Clean and disinfect urinals. Waterless urinals are to be cleaned in accordance with the manufacturer's recommended procedures.

5. Clean mirrors.

6. Spot clean walls and toilet partitions.

7. Dust tops of the partitions and other collectors.

8. Sweep and damp mop floors with germicidal cleaner.

9. Clean and sanitize infant changing stations.
10. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
11. Refill and maintain adequate levels of soap, paper towels, toilet paper, and toilet seat dispenser covers.
12. Clean and polish all chrome and bright work.
13. Sanitize floor drains.

S. Shower/Dressing Areas (Each Occurrence):

1. Empty trash receptacle and replace liner.
2. Clean and sanitize shower walls, floors, and curtains.
3. Dust tops of the partitions and other collectors.
4. Sweep and damp mop dressing area floors with germicidal cleaner.
5. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
6. Refill and maintain adequate levels of soap and paper towels.
7. Clean and polish all chrome and bright work.
8. Sanitize floor drains.
9. Clean mirrors.

T. Parking Garage (As required):

1. Trash Receptacles at each elevator landing– Empty trash in designated areas, sanitize and replace liner in the receptacle.
2. Sanitize elevator controls at each landing and inside of cab.
3. Remove trash from behind doors in stairwells.
4. Sweep stairwells from ground to roof level.
5. Spot mop stairwells (as spots appear).
6. Clean and polish interior of elevator cab.
7. Sweep and wash vinyl flooring inside of elevator cab.

U. Miscellaneous Duties (Each Occurrence):

1. Clean and sanitize water fountains. Scrub and maintain a brilliant shine on all stainless steel and chrome.
2. Sanitize and disinfect desk top telephones and telephone handsets.
3. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
4. Recycle Receptacles – Empty Recyclables to designated areas.

V. Miscellaneous Duties (As Required):

1. Polish all wood furniture, i.e. chairs, tables, desks, cabinets, etc.

2. Clean and sanitize wall light switch plates.
3. Remove fingerprints and pen marks from walls, doors, partitions, etc.
4. Dust all picture frames.
5. Clean windowsills, and wipe down both the fire extinguishers and the emergency lights.
6. Check for and remove cobwebs.
7. Clean air diffusers, returns, and all grilles (wall/ceiling).
8. Area carpet shampooing is at the Owners discretion, and only when requested by Facilities Management. Custodial Vendor may submit a request to the County Representative if they determine an area needs shampooing for approval. No building occupant has the authority to request these services.
9. Stripping and waxing of floors are at the Owners discretion, and only when requested by Facilities Management. Custodial Vendor may submit a request to the County Representative if they determine an area needs stripping and waxing for approval. No building occupant has the authority to request these services.
10. A minimum of four coats of high-quality wax is to be applied in order to maintain a high luster and shine.

4-3 CUSTODIAL SCHEDULES

A. Offices

1.	Dust all horizontal surfaces	Daily
2.	Wash whiteboards/chalkboards, clean erasers & empty pencil sharpeners	Daily
3.	Clean desks and desk tablets	Daily
4.	Empty all trash containers	Daily
5.	Straighten desks and furniture	Daily
6.	Vacuum walk off mats	Daily
7.	Clean/sanitize water fountains	Daily
8.	Dry mop/spot mop all hard surface floors & vacuum/spot clean all carpeted floors	Daily
9.	Clean entrance glass	Daily
10.	Empty recycling containers/trays	Daily
11.	Wet mop hard surface floors entirely	Daily
12.	Spot clean walls/switch plates/doors	Weekly
13.	Clean windows/frames/ledges	Weekly
14.	Dust wall/ceiling air vents/ventilator covers	Weekly
15.	Empty all trash containers	Daily

	16.	Clean desks (do not disturb papers or items on desks)	Daily
	17.	Clean and sanitize telephones	Daily
	18.	Dry mop/spot mop all hard surface floors	Daily
	19.	Vacuum/spot clean all carpeted floors	Daily
	20.	Wet mop hard surface floors entirely	Daily
	21.	Empty recycling containers/tray	As Needed or Weekly
	22.	Clean windows/frames/ledges	Weekly
B.	**Common Areas including Breakrooms**		
	1.	Clean/sanitize water fountains	Daily
	2.	Clean entrance glass	Daily
	3.	Vacuum walk off mats	Daily
C.	**Building Areas**		
	1.	Empty outside trash receptacles	Daily
	2.	Sweep common areas/clean tables	Daily
	3.	Sweep stairwells/landings	Daily
	4.	Clean/sanitize water fountains	Daily
	5.	Clean entrance glass	Daily
	6.	Clean all handrails	Weekly
	7.	Clean/dust ledges, recesses, lights, etc.	Weekly
D.	**Restrooms/Gym Shower Rooms**		
	1.	Clean all dispensers	Daily
	2.	Clean all mirrors and glass	Daily
	3.	Clean and sanitize all fixtures	Daily
	4.	Clean and sanitize walls/partitions	Daily
	5.	Dust all horizontal surfaces/lockers	Daily
	6.	Empty waste and sanitary receptacles	Daily
	7.	Fill all dispensers	Daily
	8.	Flush with water and sanitize all floor drains	Daily
	9.	Mop restrooms/shower floors with germicidal	Daily
	10.	Replace poly liners	Daily
	11.	Sanitize doorknobs	Daily
	12.	Sanitize waste/sanitary receptacles	Daily
	13.	Scrub/clean shower walls with germicidal	Daily
	14.	Sweep/mop tile floors with germicidal	Daily
	15.	Wash face of lockers	Weekly

E. Miscellaneous and Project Work

1.	Extract carpet cleaning in high traffic/high soil areas	As Needed
2.	Spray buff hard surface floors	Quarterly
3.	Strip/seal/refinish hard surface floors	Quarterly
4.	Shampoo carpet/extract carpet cleaning	Quarterly
5.	Clean upholstered furniture	Semi -Annually
6.	Wash/clean all building interior light fixtures	Semi -Annually
7.	Spot clean carpeting for stain removal	As Needed
8.	Window cleaning services	Minimum 2 X year

4-4 SPECIAL INSTRUCTIONS FOR BUILDINGS

These buildings require special cleaning instructions, times, or other requirements:

A. Building #4, Big Lagoon Sheriff Sub Station:

1. Requires background check through the Escambia County Sheriff's Department
2. Must be cleaned during normal business hours

B. Building #27, Solid Waste – Operations Garage:

1. Clean microwave each day
2. Buff floors once per week

C. Building #28, Solid Waste – Scale House:

Clean microwave each day

D. Building #45, Escambia County Visitation:

1. Requires background check through the Escambia County Sheriff's Department.
2. Sheriff Training Area only: offices to be cleaned during normal business hours; hallways, stairs and elevators shall be cleaned after hours.

E. Building #79, M.C. Blanchard Judicial Building:

NOTE: NO ONE IS ALLWED IN THE BACK SECURED HALLWAYS IF COURT IS IN SESSION.

1. Requires background check through the Escambia County Court Administration.
2. Post-work cleaning is to take place between 1:00 PM to 9:30 PM.
   a. First Floor State Attorney's must be cleaned between 1:00 PM and 4:30 PM.
   b. First Floor Public Defenders area must be cleaned, disinfected, and sanitized again between 4:30 PM and 9:30 PM.
   c. Second Floor Clerk of Court's Administrative area shall be cleaned between 2:30 PM and 3:30 PM.

d. Second Floor Clerk of Court's MIS (I.T.) department must be cleaned between 1:00 PM and 4:30 PM.

e. Third Floor Security must be cleaned between 2:00 PM and 4:30 PM.

f. Fifth and Sixth Floor Judicial Suite and Court Admin Suite shall have one (1) designated employee and one (1) back-up employee assigned to clean this area.

g. Third, Fourth, Fifth, and Sixth Floor Court Administration and Jury rooms shall be cleaned after 5:00 PM, unless Court is still in session. There shall be no cleaning of an occupied Court Administration and/or Jury room.

h. Outside elevator must be cleaned and secured after all areas are done.

i. Cleaning times are subject to change.

3. Custodial coverage from 7:00 AM to 3:30 PM Monday through Friday.

   a. Turn on hallway lights for all floors (1-6)

   b. If there was late court the night before, clean and stock courtrooms. Additional details will be provided to the awarded firm.

   c. Check the front lobby for debris and wipe down counters and windows.

4. State Attorney's Area: Beginning by 8:30 AM, clean all restrooms and breakrooms, clean and disinfect the front lobby seating area, and remove recycling.

5. Public Defender's Area: Beginning by 9:30 AM, clean all restrooms and breakrooms, clean and disinfect the front lobby seating area, and remove recycling.

6. Clerk of the Court Administration office 2nd floor must be completed by 4:30pm daily.

7. Court Security Monitoring Room 3rd floor must be completed by 4:30pm daily.

8. Day Porter, throughout the day shall:

   a. Clean and disinfect first floor main entrance areas, both front and back.

   b. Check, re-check, clean, and disinfect all public restrooms.

   c. Check, re-check, clean, and disinfect all public hallways

   d. Clean and sanitize all touch areas throughout all floors.

F. <u>Building #80, Juvenile Justice Center (JJC):</u>

1. Requires background check through the Escambia County Court Administration

2. Must be cleaned during normal business hours (except Detention area, see below):

a. JJC: Clerk of the Courts & State Attorney areas must be cleaned before their employees leave for the day.

b. JJC: Detention Center area only must be cleaned after 9PM.

c. JJC: Assessment Center area must be escorted by corrections staff.

G. Building #113, Sheriff Administration Building:

Requires background check through the Escambia County Sheriff's Department Offices to be cleaned during normal business hours; hallways, stairs and elevators shall be cleaned after hours.

H. Building #119, Sheriff Investigation & Receiving Warehouse:

1. Requires background check through the Escambia County Sheriff's Department
2. Must be cleaned during normal business hours

I. Building #121, Ensley Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

J. Building #124, Molino Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

K. Building #139, Pensacola Beach Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

L. Building #130, Community Probation:

1. Requires background check
2. Must be cleaned during normal business hours
3. Restroom must be cleaned with corrections staff present

M. Building #182, Walnut Hill Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

N. Building #219, Marcus Pointe Tax Collector:

Public restrooms to be cleaned twice per day

O. Building #251, Solid Waste – Hazardous House Waste:

1. Clean microwave each day
2. Buff floors once per week

P. Building #258, Government Complex Parking Garage:

Includes 2 stairwells, elevator, and trash receptacles on each level

Q. Building #272, Sheriff Maintenance Garage:

1. Requires background check through the Escambia County Sheriff's Department
2. Must be cleaned during normal business hours

R. Building #303, Warrington Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

S. ECAT Building:

Cleaning to start at 12:00 PM daily with concentration on restrooms and public areas at the beginning of the shift.

4-5 ADDITIONAL PROVISIONS

All employees assigned by Contractor to perform the work under the resulting contract shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be the contractor's responsibility to ensure all employees meet the physical standards needed to perform the work assigned. All personnel employed by contractor shall be trained and qualified in their assigned type of work.

A. CONTRACTOR REQUIREMENTS

1. Contractor will require all employees to report for duty in County-approved uniforms with the Company logo and approved photo ID badges while on County Property.
2. All contractor vehicles shall be clearly identified as belonging to the contractor and shall clearly display a parking decal where required.
3. Prohibit employees from disturbing papers on desk (must dust/clean around items on desk), opening desk drawers and cabinets, or using the telephones, computers, or office equipment provided for County use.
4. Require employees to comply with instructions pertaining to conduct and building rules and regulations.
5. Ensure employees do not have access to buildings or County property unless on official duty.
6. Conduct a national criminal background check on all prospective employees before hire for the County premises. The contractor will reject any person whose criminal background demonstrates he/she failed to report criminal convictions accurately on the contractor's employment application form. Any person having a conviction for a felony involving theft, burglary, embezzlement, violence, or moral turpitude under the laws of Florida or any other state, within the 10 years immediately preceding the date of his/her employment will be forbidden to be employed by the contractor for County. All provision of Chapter 435 F.S. must be followed.

   Once the firm's background check is complete, any of the firm's employees being asked to work in a secure location are required to have a County-provided background check.
7. Ensure all applicable employment laws are followed.
8. Provide adequate supervision of employees to ensure complete and satisfactory performance of all work in accordance with the resulting contract. When work is performed, supervision should be onsite and available at all times. Supervision shall be fully and adequately trained, with experience in cleaning supervision, sufficient in scope to meet the approval of County's representative. Supervision shall be responsible for hiring, training, equipping, directing, discharging, and issuing uniforms for all

custodial services personnel. Supervision shall also be responsible for monitoring the work order management software or email to ensure work orders are completed in a timely manner.

9. Provide, for approval by the County, a chain of command for management and supervision for all contractor staff at each location. The contract shall provide County's representative written list of all key employees and should update upon changes.

10. Report all stopped drains, broken fixtures, glass, burnt out lights, and other facilities maintenance needs to the County representative on the established computerized maintenance request.

11. Notify the County of any observed irregularities (i.e., defective plumbing, unlocked doors, lights left on, etc.) The Contractor shall be responsible for turning off all lights when not needed for the cleaning that room, and all lights are to be turned off at the end of the shift. The Contractor shall provide a quality assurance review report and meet with the County representative monthly or as requested to discuss service quality assurance reviews report. These meetings shall be held at a mutually agreeable time.

12. Take all steps necessary to protect the public and nearby property from damage during custodial activities. Any damages to the County property as a result of the vendor must be remedied by the awarded vendor.

13. Ensure all doors are to remain shut and then locked after cleaning.

14. Ensure all keys shall be maintained in accordance with the County key procedure. Any lost keys will be paid for by the contractor. Any rekeying of buildings necessitated by keys being lost by contractor will be paid for by contractor.

15. Schedule sufficient staff at no extra charge for County special events which shall include but not be limited to cleaning as may be required from time to time. The County will notify the Contractor at least twenty-four (24) hours prior to requirement.

16. Maintain a Material Data Safety Sheet (MSDS) file on all chemical and cleaning agents used in the performance of this contract. A copy of MSDS's shall be provided to the Facilities Management Branch prior to its use. Green products are highly encouraged to be used for the appropriate applications.

17. Responsible for lost or stolen keys and security proximity cards issued to them. They may be financially responsible for reimbursement to the County for the replacement of any keys, cards, or locks due to the loss or theft. The Contractor shall maintain a key log of all of its locations and their employees that have been issued keys and cards to County buildings. Facilities Management may request a copy of the key log at their discretion. Key Boxes may be utilized in specific buildings to insure key control.

18. Willing to make accommodations to clean sensitive areas at specific days and times if requested by the building occupants. This may require being escorted and/or providing the services during the occupant's normal business hours.

19. The Contractor shall be made available to clean the Board of County Commissioners chambers and surrounding areas after all scheduled meetings.

20. In the event that the County requests additional project assistance or special services outside the scope of this contract, the Contractor shall provide such extra labor on an hourly rate basis, not including materials. All such work shall be performed outside of, and exclusive of, the normal scope of scheduled services.

B. COST INCREASES

Any annual cost increase request must be submitted to the Director of Facilities Management by February 1st for the following annual term. The increase will only be granted under the following conditions, an increase in the CPI measured as the annual rate for the previous 12 months, regionally adjusted and an increase to minimum wage. These factors will be reviewed independently and will not be submitted as a combined % requested increase. A percent increase in CPI shall only be requested on the non-labor portion of the contract. For a request due to minimum wage increase, the contractor must supply documentation of the employee wages and outline which employees will be affected by the minimum wage increase.

C. ADDITIONS/DELETIONS

The County reserves the right to add or decrease buildings and square footage under the same terms, specifications, and conditions of this contract. The rates for the new areas will be quoted by the Contractor for County approval and shall be based on the cost per square foot as bid for the same or similar building. This includes when there is an increase or decrease to the number of cleaning days.

D. COMPLAINTS

Customer complaint records will be maintained by the County representative(s). For each customer complaint, the County representative shall document the incident and report it immediately to the Contractor. The County representative will then investigate the complaint, accompanied by the Contractor's representative, if the Contractor desires. If the complaint is found to be legitimate, it will be labeled as a "valid complaint." For every one "valid complaint" documented for the month, one-tenth percent (1/10%) of the monthly invoice amount will be deducted from the Contractor's payment for that same month as a penalty. For example, if twenty (20) complaints are found to be "valid complaints" during that same month, then a total of two percent (2%) will be deducted from the Contractor's payment for that month resulting from customer complaints. Leaving doors unlocked and not arming or disarming alarms systems properly that results in a false alarm is an example of a valid complaint. Any costs assessed to the County for excessive false alarm responses by local law enforcement agencies attributable to failed performance will be the financial obligation of the Contractor. Not having soap in the dispensers is another example of a valid complaint.

4-6 SUPPLIES, CHEMICALS, AND EQUIPMENT

The Contractor shall furnish and maintain all the necessary equipment, cleaning chemicals and supplies required for proper maintenance as described in these specifications and to meet all local fire codes for storage of cleaning agents and solvents. The County is not

responsible for any repairs, maintenance, or replacement of inoperable equipment. The contractor shall be responsible for any replacement equipment required.

The Contractor will provide with his/her proposal a list of the chemicals and supplies that will be used to perform the work under this contract. OSHA Material Safety Data Sheets (MSDS) are required for all chemicals and cleaning products and shall be supplied to the County at the time of product introduction. In addition, all MSDS shall be maintained on-site and updated on a quarterly basis. The County shall be notified in writing each quarter ten (10) business days prior to updates and one (1) full copy of the most current MSDS shall be furnished to the County.

The Contractor will display the MSDS sheets, in English and Spanish, in each custodial closet where the cleaning products are stored. All bottles are to be labeled properly listing all ingredients. The Contractor is responsible for training its employees on how to read the MSDS and to follow instructions for both use of product and responding to a spill or ingestion of product. The Custodial Manager or designee will conduct periodic inspections of cleaning supply cabinets and MSDS books to ensure cleanliness, proper labeling of chemicals, documentation of supplies stored on County property, and compliance.

The Contractor will identify their efforts in the green cleaning movement. Green cleaning is a widely accepted movement that uses procedures and products that consider the health of the building occupants, custodians, and the environment.

The following minimum supplies, chemicals and equipment shall be provided/supplied by the Contractor (NOTE: The County reserves the right to approve all supplies, chemicals and equipment used at the County facilities prior to their use).

Soap for dispensers	Anti-Bacterial Hand sanitizer for dispensers
Toilet tissue (2-ply)	Roll towels and Multi-fold towels
Sanitary toilet cover sleeves	Plastic trash liners (inside/outside receptacles)

Contractor will replace all broken dispensers as needed and provide additional dispensers when determined necessary.

Escambia County focuses on providing safe, effective, and environmentally friendly products in all of their buildings. Green seal certified products are highly encouraged when deemed appropriate and effective for the task.

Vacuum cleaners shall be required to have a HEPA filtration system.

All disinfectant agents and chemicals used by the contractor in the cleaning process shall be bactericidal, fungicidal, viricidal and tuberculocidal, in accordance with appropriate laws & guidelines. Green seal certified products are highly encouraged to be used for the appropriate applications.

All carpet shampooing and stripping and waxing of floors will be performed after hours, on weekends or holidays, unless other specific arrangements have been approved by Facilities Management. This additional work will be invoiced separately and written authorization by Facilities Management will accompany the invoice for payment. No additional work shall be performed without prior written authorization.

It is the responsibility of the Contractor to ensure that all cleaning products are compatible and appropriate for the surfaces to be cleaned. The Contractor will be held responsible for the repair or replacement of any surfaces or items found to be damaged by the improper use of any product it provides.

4-7 SAFETY REQUIREMENTS

All work procedures, materials and supplies and all equipment provided to each employee must meet all Occupational Safety and Health Administration (OSHA) and American National Standards Institute (ANSI) standards. The Contractor shall be responsible for annual safety training for employees in Florida's Right to Know, OSHA Blood borne Pathogens and Center for Disease Control (CDC) Blood borne Pathogens information, and Environmental Protection Agency (EPA) hazardous waste disposal training. Proof of training will be provided to the County.

All equipment used by the Contractor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on County property. Vacuum cleaners must be HEPA filtered at 99.97% efficient at 0.3 microns. All electrical equipment will be properly grounded. No internal combustion driven equipment or propane floor machines will be approved for use in County facilities. All employees will wear proper personal protective equipment while working on County property.

The Contractor shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such a manner as to create safety hazards, and shall provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. The Contractor's employees shall be required to interrupt their work at any time to allow passage of personnel.

4-8 INSPECTION CRITERIA

Inspection records will be maintained by the County representative(s).

Rooms/areas and exterior areas will be selected by and inspected each month.

The Counties representative(s) will evaluate restrooms/gym rooms as "acceptable" or "unacceptable" using the following criteria:

A. Presence of adequate two (2) ply toilet paper, paper towels, sanitary toilet sleeves, soap, and/or anti-bacterial hand sanitizer.

B. Absence of soil, stains, and rust on toilet room fixtures, drains, traps, faucets, soap and paper dispensers, stalls, mirrors, ledges and drinking fountains

C. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture, and equipment

D. Absence of litter and trash on floor and horizontal surfaces of equipment

E. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.

F. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around fixture and equipment bases

G. Absence of soil, litter, dust, and encrustation in trash containers

H. Absence of soil and dust on window blinds, shades, sills, frames, and ledges

I. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings

J. Absence of soil, litter, dust and spots from all mats and floors

K. Absence of streaks, spots, stains from all bright work, where appropriate - All bright

works shall be polished dry to a high sheen

L. All other contract provisions.

If item #1 is found to be unacceptable, the restroom will be deemed “unacceptable.” If a total of four (4) of the other items are found unacceptable the restroom will be deemed “unacceptable.” If two (2) or more of the same items are found unacceptable in more than half of the rooms inspected in one month, a sustenance problem will be deemed to exist. This condition will require the Contractor to determine the cause and take corrective measures.

The County representative(s) will evaluate non-restrooms as “acceptable” or “unacceptable” using the following criteria:

A. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture, HVAC vents and equipment

B. Absence of litter and trash on floor and horizontal surfaces of equipment

C. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.

D. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around furniture and equipment legs and bases

E. Absence of soil and stains on fixtures, drains, traps, faucets, soap and paper dispensers, mirrors, ledges and drinking fountains

F. Absence of dust, spots, soil build-up and encrustation on furniture and equipment surfaces and legs

G. Absence of dust, lint, and litter on upholstered furniture

H. Absence of soil, litter, dust and encrustation in ash trays, urns, wastebaskets, and trash containers - Trashcan liners shall be new and urn sand in good condition

I. Absence of marks, spots, stains and streaks on interior and exterior entrance doors and all glass windows

J. Absence of soil and dust on window blinds, shades, sills, frames, and ledges

K. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings

L. Absence of soil, litter, dust and spots from all carpets, mats, and floors

M. Absence of streaks, spots, stains from all bright work and stainless steel, where appropriate - All bright work shall be polished dry to a high sheen

N. Empty or nearly empty trashcans and pencil sharpeners (depending on time of day)

O. Absence of interior walk-off mats by all entrance/exit doors.

If a total of five (5) items are found to be unacceptable, the non-restroom will be deemed “unacceptable.” If two (2) or more of the same items are found unacceptable in more than half of the rooms inspected in one month, a sustenance problem will be deemed to exist. This condition will require the Contractor to determine the cause and take corrective measures.

For every one (1) “unacceptable” room rating in a month, one percent (1%) of the monthly invoice amount will be deducted from the Contractor’s payment for that same month as a penalty. For example, if ten (10) rooms are found to be “unacceptable” in one month, then ten percent (10%) of the monthly invoice amount will be deducted from the Contractor’s payment for that month resulting from “unacceptable” room ratings.

All unacceptable rooms will be re-inspected for compliance. A repeat “unacceptable” rating will cause an additional one percent (1%) to be deducted from that month’s payment.

Escambia County Clerk's Original

8/16/2018 #9

RESOLUTION NUMBER R2018- 87

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING SUPPORT FOR DIVERSITY IN THE COUNTY'S PROCUREMENTS AND ENCOURAGING EQUAL OPPORTUNITY FOR SMALL, MINORITY, WOMEN, AND SERVICE-DISABLED VETERAN OWNED BUSINESSES IN ESCAMBIA COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to the most recent census data, the population of Escambia County by race consisted of the following demographics: African American-23%, American Indian-1%, Asian-3%, Hispanic-5%, and White-68%; and

WHEREAS, Escambia County enthusiastically supports diversity in the County's public procurement of goods and services which reflects the demographics of the community; and

WHEREAS, through its procurements program, Escambia County is committed to providing equal opportunities and promoting increased participation of local small, minority, women, and service-disabled veteran owned businesses in Escambia County; and

WHEREAS, pursuant to this policy, Escambia County encourages all vendors, contractors, and subcontractors providing goods or services for the County to promote diversity and provide equal opportunities for such businesses in Escambia County.

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

Section 1. The Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

Section 2. The Escambia County Board of County Commissioners hereby expresses its support for diversity in the County's public procurement of goods and services which reflects the demographics of the community.

Section 3. The Board hereby encourages all vendors, contractors and subcontractors providing goods or services for the County to promote diversity and provide equal opportunities for the participation of local small, minority, women, and service-disabled veteran owned businesses in Escambia County.

Section 4. This resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this 16th day of August, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

SEAL

Approved as to form and legal sufficiency.
By/Title:
Date: 8/10/18

Date: 8/28/2018 Verified By:

Sec. 46-110. - Local preference in bidding.

(a) *Legislative intent.* The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the county's overall tax base.

(b) *"Local business" defined.*

Local business. For purposes of this section, "local business" shall mean a business which meets all of the following criteria:

(1) Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one year immediately prior to the issuance of the request for competitive bids by the county. The fixed office or distribution point must be staffed by at least one employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address;

(2) Holds any business license required by Escambia County or Santa Rosa County; and

(3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

(c) *Certification.* Any vendor claiming to be a local business as defined above shall so certify in writing to the office of purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

(d) *Preference in purchase of commodities and services by means of competitive bid.* Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e., sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated community redevelopment area (CRA) is within seven percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within three percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

(e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) *Limitations.*

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

(4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

(h) *Penalties.*

(1) *Misrepresentation.* A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the county will lose the privilege to claim local preference status for a period of up to one year from the date of the award of the contract or upon completion of the contract whichever is greater. The county administrator, in his discretion, may also recommend that the firm be referred for suspension of eligibility to claim the privilege of local preference.

(2) *Failure to maintain local business preference qualifications.* Any vendor that does not maintain its local

preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

(3) *Lack of good faith.* The contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the county determines that the contractor or firm did not act in good faith, all amounts paid to the contractor or firm under the county contract intended for expenditure with the local business shall be forfeited and recoverable by the county. In addition, the contract may be rescinded and the county may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

(Ord. No. 2013-43, § 2, 9-16-2013; Ord. No. 2016-9, § 2, 1-21-2016)

Sec. 46-111. - Small business enterprise program.

(a) *Purpose and intent of section.* The purpose and intent of this section is to provide the maximum opportunity for increased participation of qualified small businesses in the county's procurement system.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Commercially useful business function means adding value to the goods and services supplied under a contract. A small business is considered to perform a commercially useful business function when it is responsible for execution of a distinct element of work of a contract or transaction and carrying out its responsibilities by actually performing, managing and supervising the work performed. Businesses who merely act as a conduit do not perform a commercially useful business function and will not be eligible for certification as a SBE. In determining whether a business performs a commercially useful business function, consideration will include, but not be limited to, whether the business adds a value to the product or service provided; whether the business has a distributorship agreement with the manufacturer of goods supplied; whether the business takes possession of the product or service provided; whether the business warrants the product or service provided; whether the business maintains sufficient storage space to keep the product in inventory; whether the business maintains sufficient inventory to meet the requirements of its contracts; whether the business provides the product or service to the public or other business other than a governmental agency.

SBE means a small business enterprise certified by Escambia County.

(c) *Scope.* Unless otherwise prohibited by federal or state law, this chapter shall apply to the solicitation of all goods, services and construction by the county which are governed by the county purchasing code. Whenever possible, the county shall utilize a solicitation process which encourages SBE participation even on those items which are exempted from the requirements of the purchasing code.

(d) *SBE program goals.*

Annual goal: The cumulative annual SBE goal shall be up to 15 percent of the total annual expenditures for operating and capital costs for the current fiscal year as calculated in accordance with county SBE program policies and procedures. The cumulative annual SBE goal may be adjusted annually by the board of county commissioners.

(e) *Certification.*

(1) *Requirements.* For the purposes of this section, the following certification requirements shall govern:

a. The business must currently perform a commercially useful business function;

b. The business must be a local business as defined in section 46-110;

c. The business must be an independently owned and operated, for-profit entity;

d. The business may employ ten or fewer full time employees; and

e. The business may have a net worth of not more than $1,000,000.00.

(2) *Application procedure.* All applicants wishing to be considered as certified businesses for the benefits of the SBE program must complete the small business self certification form which can be obtained through the office of purchasing. This is a self-certification process and shall require a signed affidavit attesting to the accuracy of the data provided on the form.

(3) The purchasing department shall accept SBEs for use by the county in its purchasing and procurement process based upon the eligibility requirements provided herein. The purchasing department shall maintain an up-to-date electronic list of SBEs, and encourage the use of this list by all departments in their procurement activities.

(4) Any change of ownership or circumstances that may affect certification eligibility of an SBE must be reported to the purchasing department within 30 days of the change taking place. In the event of a change, the current owner is responsible for fulfilling this reporting requirement prior to seeking business with the county.

(5) *Recertification.* Certified SBEs are required to submit an affidavit of their continued eligibility as a SBE every year. If there has been a change in operation, ownership, control, activities, domicile or gross receipts, the SBE must identify such change on their application for recertification. A company that fails to submit its affidavit of continued eligibility will no longer be deemed certified for purposes of participation in the small business program.

(6) *Decertification.* If during any period of certification, the county has reason to believe that the SBE was not properly certified or that there has been a substantial change of ownership or circumstances that may affect certification eligibility then the county administrator may conduct an investigation and decertify an SBE if the investigation indicates that continued certification would be contrary to the county's SBE program requirements. The county administrator shall notify the SBE by certified mail that it has been decertified. Any business that is decertified may not be recertified for one year from the date of decertification.

(7) *Appeal of decertification.* Any business that believes it was wrongfully denied certification may submit a written request with the office of purchasing to appeal the decertification. The appeal shall be filed within 20 days of receipt of the notice of decertification. The request for appeal shall state with particularity the reasons why the business believes the denial was erroneous.

(8) *Hearing on appeal of decertification.* If an appeal is requested, an administrative review will be conducted by the county administrator, or designee, within 45 days of receipt of the notice of appeal. Upon review, the county administrator, or designee shall take one of the following actions:

a. *Grant the appeal.* If a determination is made that decertification was contrary to county's SBE program requirements, the appeal shall be granted and the business recertified;

b. *Deny the appeal.* If a determination is made that certification would be contrary to the county's SBE program requirements, the appeal shall be denied and the applicant may request that the matter be referred to a special master for further proceedings in accordance with subsections 46-102(4)—(7); or

c. *Refer the appeal to a special master.* If no administrative determination is made, the matter may be referred to a special master for further proceedings in accordance with subsections 46-102(4)—(7).

(f) *False representation.*

(1) It is unlawful for any individual or entity to knowingly submit false information in order to qualify for SBE certification.

(2) Any contractor that falsely represents to the county that it is an SBE, or knowingly submits false information or represents that it will use the services or commodities of an SBE and subsequently does not, shall be deemed in breach of contract. Upon a determination that a breach has occurred, all payments under the contract or

any other arrangement shall be immediately suspended. The contractor may show that it attempted in good faith to comply with the terms of the contract but was unable to comply. If the county determines that the contractor did not act in good faith, all amounts paid to the contractor under the county contract or agreement intended for expenditure with the SBE shall be forfeited and recoverable by the county. In addition, the contract or agreement may be rescinded and the department or division may return all unused goods received and recover all amounts paid under the contract.

(3) Any contractor or affiliate determined to have falsely represented that it or a subcontractor is an SBE, or determined to have not acted in good faith to fulfill the terms of a contract calling for it to use the services or commodities of an SBE, will be considered under the county's suspension and debarment policy.

(g) *Reservation of contracts.*

(1) Unless otherwise prohibited by federal or state law, the county may reserve contracts to be awarded only to SBEs. The county may review all of its needs and requirements in each fiscal year and the board of county commissioners may determine which contracts may be reserved for bidding only by SBEs. This reservation may only be used when it is determined, before dissemination of the request for proposals or invitation to bid, that there are capable, qualified, SBEs available who are interested and willing to bid on these contracts in order to provide for effective competition. Once a decision has been made to reserve a contract, the county shall estimate what it expects the dollar amount of the contract to be based on the nature of the contract and its value under prevailing market conditions. If all the bids received are over this estimate, the county may reject the bids and open the bidding to all vendors and contractors. Before contracts can be reserved for bidding only by SBEs, the board of county commissioners must determine that such a reservation is in the best interest of the county.

(2) Unless otherwise prohibited by federal or state law, the county may reserve any construction contract for competitive bidding for contractors who agree to utilize SBEs as subcontractors or subvendors. The percentage of funds which must be expended with SBE subcontractors shall be determined by the county before the contract is reserved. In order to bid on a construction contract so reserved, the contractor shall identify those SBEs that will be utilized as subcontractors or subvendors. Once a decision has been made to reserve a contract, but before bids are requested, the county shall estimate what it expects the amount of the contract to be based on the nature of the contract involved and its value under prevailing market conditions. If all the bids received are over this estimate, the county may reject the bids and open the bidding to all vendors and contractors. It is the express responsibility of the contractor to verify that all SBEs that will be utilized as subcontractors or subvendors are currently certified by the county.

(h) *SBE preference.*

(1) The county may award a bid preference on any single bid, as provided in section 46-110, to a certified SBE.

(2) SBE preference does not apply to contracts that are reserved in accordance with this section. Preferences as provided in this chapter may not be combined. Only one preference may be awarded on any single solicitation to any certified SBE or contractor. Any SBE bid preference awarded pursuant to this section shall take priority over any local business bid preference that may apply to any single solicitation.

(i) *Responsiveness of bids—good faith efforts.*

(1) Every competitive bid, if not submitted by a SBE, must demonstrate good faith efforts to utilize SBEs as subcontractors or subvendors.

(2) The county may consider written documentation submitted with the bid package in determining whether a contractor has made one or more good faith efforts including, but not limited to:

a. Whether the contractor attended any presolicitation or prebid meeting that was scheduled by the county to inform SBEs of contracting and subcontracting opportunities;

b. Whether the contractor advertised in a general circulation, trade association, and/or SBE focus media

concerning the subcontracting opportunities;

c. Whether the contractor provided written notice to a reasonable number of SBEs that their interest in the contract was being solicited in sufficient time to allow the SBE to participate effectively;

d. Whether the contractor followed up initial solicitations of interest by contacting SBEs to determine whether a SBE is interested;

e. Whether the contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the SBE goals of the county, including, where possible, breaking down contracts into economically feasible units to facilitate SBE participation;

f. Whether the contractor negotiated in good faith with interested SBEs, not rejecting SBE as unqualified without sound reasons based on investigation of their capabilities;

g. Whether the contractor made efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance required by the county and/or the contractor; and

h. Whether the contractor effectively used the services of available small business community organizations; small business contractors' groups; local, state, and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of small businesses.

(3) The county may waive the good faith requirement for procurement where sub-contracting is not applicable or in order to ensure adequate competition.

(j) *SBE assistance program.*

(1) The SBE assistance program is established within the office of purchasing and will report all recommendations and activities associated with the SBE program directly to the county administrator. This program will assist and encourage SBEs to participate in the county solicitation process.

(2) In addition, the purchasing department, in conjunction with the county administrator, shall:

a. Review and comment on any changes to a county policy, rule or regulation relating to SBE procurement;

b. Receive, compile and disseminate information on procurement opportunities, availability of SBEs and available technical assistance;

c. Refer all information on any business suspected of misrepresenting its SBE status to the county administrator's office;

d. Maintain a central list of certified SBEs and provide it upon request; and

e. Host, not less than annually, a workshop to assist small businesses located in Escambia County to obtain SBE certification and to do business with the county.

(k) *Implementation of policy.* In order to systematically augment a viable SBE component within the county's purchasing and procurement system, the purchasing manager shall be delegated the following powers and duties to fulfill their responsibilities and functions:

(1) Establish and compile a system of coordinated, uniform procurement policies, procedures, and practices supporting the SBE program.

(2) Encourage the use of SBEs in county contracting and procurement for goods, services and construction that may be provided or performed by SBEs and strive to achieve the stated SBE annual program goal.

(3) Manage and maintain the information system or other automated interface with the county's finance system to record and measure the use of SBEs in county contracting. This system shall maintain information and statistics on SBE participation, in order to analyze the progress of the SBE program.

(4) Provide an annual written report to the county administrator detailing disbursements made to SBEs for goods, services and construction.

(Ord. No. 2013-52, § 2, 12-5-2013; Ord. No. 2014-29, § 1, 7-24-2014)

Sec. 46-112. - Participation of minority and women business enterprises.

(a) *Policy statement.* The county is committed to providing equal opportunities to minority and women business enterprises and strives to improve the opportunities and participation of such businesses in the public procurement of goods and services by the county. Pursuant to this policy, the county shall hereby establish procedures to encourage the participation of minority and women owned businesses in the public procurement of goods and services by the county. Nothing in this section shall be construed to provide for or require any preference or set-aside based on gender, race, or national origin.

(b) *Definitions.* For the purpose of this section, the following terms shall have the following meanings:

Minority shall mean any of the following groups:

(1) African American persons having origins in any of the black racial groups in Africa;

(2) Hispanic American persons of Spanish or Portuguese culture with origins in Mexico, South America, Central America, or the Caribbean, regardless of race;

(3) Native American persons including those residing in the U.S. or its territories, who are descendants of any Indian tribe with origins in the North and South American continents and other islands or lands to include the countries of the U.S., Canada, and Mexico;

(4) Asian American persons having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent, or Pacific Islands.

Minority business enterprise (MBE) shall mean any business which is at least 51 percent owned and operated by minority members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by minority members.

Women business enterprise (WBE) shall mean any business which is at least 51 percent owned and operated by women members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by women members.

(c) *Certification.*

(1) *Requirements.* For the purpose of this section, the following certification requirements shall govern:

a. The business is a MBE and/or WBE as defined in this section.

b. The business meets the requirements provided in section 46-111(e)(1).

c. The business is legally structured as required by Florida law and, if applicable, in good standing with the Florida Secretary of State.

(2) *Procedure.* All applicants wishing to be considered as certified MBE/WBE(s) must complete a small business enterprise program certification application form which may be obtained through the office of purchasing. This is a self-certification process and shall require a signed affidavit attesting to the accuracy of the data provided on the form. Proof of current certification as a minority and/or women business enterprise by the Florida Office of Supplier Diversity may be accepted in lieu of other supporting documentation. Certified M/WBEs shall submit an affidavit of continued eligibility on an annual basis.

(d) *Implementation.* In an effort to implement this policy, the county may undertake the following measures:

(1) Designate the purchasing manager to administer this policy.

(2) Maintain a central list of certified M/WBEs.

(3) Manage and maintain the information system or other automated interface with the county's finance system to record and measure the use of M/WBEs in county procurements.

(4) Utilize outreach programs to identify and educate M/WBEs about the county's procurement process.

(Ord. No. 2016-8, § 2, 1-21-2016)

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 31, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.092 Re-Solicit Custodial Services for Various County Facilities

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 1 provides for information related to the current vendor.

The current vendor is American Facilities Services, and has been since October 2011. This solicitation is being issued because the current agreement has expired, and the County is required to solicit competitive bids. Additionally, the previous agreement did not allow for multiple vendors to be awarded as the current solicitation offers.

The Bid Tabulations from two previous solicitations have been attached, however, the Scope of Work from previous solicitations is not at all comparable to the current Scope of Work being requested. Firms are strongly encouraged to not utilize past pricing to determine current or future bids.

Per Florida Statute 119.071(b)(3), bids from the most recent solicitation, PD 19-20.065, will not be available until after the current solicitation is awarded or 12 months have passed from the rejection of bids, which occurred on August, 17, 2020, whichever comes first.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Custodial Services for Various County Buildings BID # PD 16-17.064**								
Bid Opening Time: 2:00 PM CDT Bid Opening Date: 08/04/2017 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
3H Service System, Inc.	n/a	Y	n/a	Y	Y	Y	Y	Y	$812,292.00
American Facility Services, Inc	n/a	Y	n/a	Y	Y	Y	Y	Y	$790,512.00
Enmon Enterprises, LLC dba Jani-King of Pensacola	n/a	Y	n/a	Y	Y	Y	Y	Y	$779,353.32
Service Management Systems, Inc.	n/a	Y	n/a	Y	Y	Y	Y	Y	$775,404.00
BIDS OPENED BY:	Emily Weddington, Purchasing Specialist					Date: 08/04/2017			
BIDS TABULATED BY:	Emily Weddington, Purchasing Specialist					Date: 08/07/2017			
BIDS WITNESSED BY:	Paul Nobles, Purchasing Manager					Date: 08/04/2017			

UNDER REVIEW

CAR DATE **BOCC DATE**

The Purchasing Chief/Designee recommends to the BCC: To award a contract to

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes:

Extension error of $4 on Service Management Systems, Inc annual total.

Posted @ 3:30 PM CDT 08/07/2017

EDW

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:**	PD 17-18.014								
	Solicitation Name:	Resolicit Custodial Services for Various County Buildings								
Bid Opening Time:	2:00 p.m., CST									
Bid Opening Date:	1/4/2018									
Bid Opening Location:	Rm 11.407									
Name of Bidder(s)		Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes		Total for Various County Buildings
3H Services System, Inc		Yes	Bond	Yes	Yes	Yes	Yes	Yes		$767,748.00
American Facility Services, Inc		Yes	Bond	Yes	Yes	Yes	Yes	Yes		$858,228.00
CER Signature Cleaning, Inc		See below	Check	Yes	Yes	Yes	Yes	Yes		Non-Responsive
Performance Property Servicing, Inc		Yes	Check	Yes	Yes	Yes	Yes	Yes		$930,000.00
Service Management Systems, Inc		See below	Bond	Yes	Yes	Yes	Yes	Yes		Non-Responsive
Bids Opened By:	Emily D. Weddington, Purchasing Specialist				**Date:**	1/4/2018	**Status:**			
Bids Tabulated By:	Emily D. Weddington, Purchasing Specialist				**Date:**	1/9/2018	UNDER REVIEW			
Bids Witnessed By:	Paul R. Nobles, Purchasing Manager				**Date:**	1/4/2018	**CAR Date:**		**BOCC Date:**	

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes: CER Signature Cleaning, Inc. and Service Management Systems, Inc. did not submit their bids on the Revised Bid Form provided in Addendum #1. Because their bids were not based on the revised bid form it did not include pricing for Emergency Service Call Cost - 2 hr. Response Time Based on 1 hour on site, thus we are incapable of evaluating their bid, additionally CER Signature Cleaning, Inc. did not complete the unit pricing portion of the bid forms (monthly/yearly totals).

Posted: 4:00 p.m., CST on 1/9/2018

Form Completed By: EDW edw

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 1, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 19-20.092 Re-Solicit Custodial Services for Various County Facilities

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 2 provides for information related to questions and answers shown on the following page.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Q1. Can the vendors show the toiletry pricing separately from the service price shown in the proposal?

A1. For the purposes of this solicitation, we ask that the pricing provided in the proposal be an "all inclusive" price that covers everything the vendor will need to perform the service and have the facilities sufficiently stocked.

Q2. Can vendors purchase supplies directly from Escambia County?

A2. At this time, the County does not offer the ability for vendors to purchase supplies from the County.

Q3. On page 27 of 61, Item 2-2, "Proposals shall confirm that the firm will comply with all of the provisions in this RFP." Is there a form to be utilized for this?

A3. Confirmation that a firm will comply with all provisions can be stated anywhere within the proposal. Most firms opt to write a letter of interest as a type of cover page for the proposal. Such a statement can be included in a letter of this type.

Q4. On what page of the RFP is the "Solicitation, Offer, and Proposal Form"?

A4. This form was intentionally left out of the RFP and the language referenced in the question is boilerplate language that is used from one RFP to the next. Please disregard this requirement.

Q5. Page 4 of 61, states that the Proposal Response must include one (1) original and one (1) electronic copy via CD or flash drive OR uploaded via Vendor Registry. Page 14 of 61, Item 4 Proposal Forms states that, "Firms electing to submit original forms shall also provide a complete copy of the bid response via CD or flash drive." Since one original is required per page 4 of 61, this seems to indicate that a complete copy of the bid response via CD or flash drive would also be required, is this correct? Or could the proposal – in its entirety – be submitted via Vendor Registry?

A5. If a firm is submitting a physical proposal document to the Office of Purchasing via mail or courier, an electronic copy shall be included. If a firm is submitting their complete proposal via Vendor Registry, a physical proposal document is not required.

Q6. If some documents are not ADA-compliant, would the proposal be deemed non-responsive?

A6. No. At this time, the County does not require ADA-compliant documents, but we do ask for them to be utilized whenever possible. The County attempts to provide ADA-compliant documents to all those who submit a Sunshine Law information request.

As a reminder, regardless of the means with which the proposal is submitted, all firms shall provide their Bid Surety to the Office of Purchasing prior to the Proposal submittal deadline.

Firms submitting a surety from their insurance provider can upload the surety documents in Vendor Registry and a physical delivery to the Office of Purchasing is not required.

Q7. Page 27 of 61, Item 2-1 states that, "All RFP documents (excluding the Excel Spreadsheet) shall be contained in a single PDF or Microsoft Word-Type document. The Excel Spreadsheet will also be returned complete as a single document."

Page 30 of 61, Item 3-2 asks proposers to, “Please separate the RFP responses into the following categories:” and on page 32 of 61, Item 6, A asks proposers to provide the pricing schedule on the Price Proposal Form.

Should a hard copy of the Cost Proposal (Excel spreadsheet) be included as an item in the submission of the original Technical Proposal? Or should it be submitted in a separate envelope with the other signed forms? Or on its own?

A7. All the proposal documents shall be in a single PDF, and sorted according to the order outlined in Item 3-2.

The physical Excel document can be separate, in either Excel or PDF. Both the proposal (PDF) and the Excel spreadsheet (Excel) shall be on the electronic copy and/or uploaded to Vendor Registry.

Q8. Will the content referred to on page 27 of 61, Part II, 2-3 Understanding of the Project, 2-4 Methodology Used for the Project, and 2-5 Management Plan for the Project be evaluated as part of 1: Scope of Services as outlined on page 30 of 61, Part III, Section 3-2 Evaluation Criteria?

A8. Yes.

Q9. Will the content referred to on pages 27 and 28 of 61, Part II, Section 2-6 Experience and Qualifications, be evaluated as part of 2: Adequacy of Staffing and Supervision and 3: Related Experience as outlined on pages 30 and 31 of 61, Part III, Section 3-2 Evaluation Criteria?

A9. Yes.

Q10. Page 29 of 61, Item 2-8 requests that “Bidders provide a breakout of the firm’s employees by minority status, as well as the status of employees of any subcontractor that will be performing the work.” This item is not referred to as part of the Evaluation Criteria. Under which section of the Evaluation Matrix will this item be considered? Or is this a pass/fail item for meeting minimum requirements?

A10. If it is not listed in the “Selection Criteria,” it is not a selection criterion. The Board has requested information for information purposes.

Q11. Page 50 of 61, paragraph 1, states that, “The Contractor will provide with his/her proposal a list of the chemicals and supplies that will be used to perform the work under this contract.” This item is not listed as part of the Evaluation Criteria. Under which section of the Evaluation Matrix will this item be considered? Or is this a pass/fail item for meeting minimum requirements?

A11. If it is not listed in the “Selection Criteria,” it is not a selection criterion. The department has requested this information for information purposes.

EXHIBIT B

NOT ADA COMPLIANT

PD 19-20.092 Re-Solicit Custodial Services for Various County Facilities

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
					Zone 1							
1	1	2	4	Big Lagoon Sheriff Sub Station	YES, see Scope	1,100	1	Wed	12950 Gulf Beach Hwy	Pensacola	32507	$1,120.00
2	1	2	6	EMS @ Pleasant Grove Fire Station		122	1	S or S	9350 Old Gulf Beach Hwy	Pensacola	32507	$1,100.00
3	1	1	72	Felix Miga Center		13,670	5	M - F	904 N. 57th	Pensacola	32506	$15,200.00
4	1	2	267	Lexington Terrace Com Ctr		2,964	2	Wed / Fri	700 S. Old Corry Field Rd.	Pensacola	32507	$2,000.00
5	1	2	181	Marie Ella Davis CC		1,965	1	S or S	16 Raymond St.	Pensacola	32507	$990.00
6	1	2	305	Perdido Key Community Center & Welcome Station		5,155	1	S or S	15500 Perdido Key Dr.	Pensacola	32507	$2,089.00
7	1	2	232	SW Library		7,295	6	Mon-Sat	12248 Gulf Beach Hwy	Pensacola	32507	$9,800.00
8	1	2	303	Warrington Sheriff Substation	YES, see Scope	6,000	3	M-W-F	30 N. Navy Blvd.	Pensacola	32507	$3,250.00
9	1	2	325	Warrington Tax Collector		9,515	5	M-F	4051 Barrancas Ave Suite A	Pensacola	32507	$10,025.00
											Zone 1 Total	$45,574.00
					Zone 2							
10	2	3	48	Animal Shelter		9,127	6	S - F	200 W. Fairfield Dr.	Pensacola	32501	$8,450.00
11	2	3	295	Central Office Complex		74,630	5	M - F	3383 W. Park Place	Pensacola	32503	$56,871.00
12	2	3		ECAT	YES, see Scope	12,750	Various		1515 W. Fairfield Dr	Pensacola	32501	$22,500.00
13	2	3	45	Escambia County Visitation	YES, see Scope	31,249	5	M - F	1190 W. Leonard St.	Pensacola	32501	$24,750.00
14	2	3	80	Juvenile Justice Center: Detention Center	YES, see Scope	30,355	5	M - F	1800 St. Marys Ave.	Pensacola	32502	$26,751.00
15	2	3	80	Juvenile Justice Center	YES, see Scope	51,083	5	M - F	1800 St. Marys Ave.	Pensacola	32502	$42,880.00
16	2	3	80	Juvenile Justice Center: Assessment Area	YES, see Scope	12,036	5	M - F	1800 St. Marys Ave.	Pensacola	32502	$12,130.00
17	2	3	255	Leonard St. Maint - Hayes St		1,200	1	1 Day a Week	1135 N. Hayes	Pensacola	32502	$550.00
18	2	3	113	Sheriff Admin	YES, see Scope	108,927	5	M - F	1700 W. Leonard St.	Pensacola	32501	$99,813.00
19	2	3	119	Sheriff Central Receiving Warehouse	YES, see Scope	4,200	5	M-F	1600 W. Leonard Street	Pensacola	32501	$3,615.00
20	2	3	272	Sheriff Garage	YES, see Scope	15,680	5	M - F	3101 H St.	Pensacola	32501	$6,025.00
21	2	3	119	Sheriff Investigation	YES, see Scope	600	5	M-F	1600 W. Leonard Street	Pensacola	32501	$3,210.00
											Zone 2 Total	$307,545.00

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
					Zone 3							
22	3	3	179A	Archives Building		10,370	5	M - F	120 E. Blount St	Pensacola	32501	$8,768.00
23	3	3	179A	Archives Warehouse		5,000	1	Mon	120 E. Blount St.	Pensacola	32501	$1,200.00
24	3	3	130	Community Probation	YES, see Scope	13,100	5	M - F	2251 N. Palafox	Pensacola	32501	$9,889.00
25	3	3	130	Community Probation - Court Room		1,100	1	Monthly	2251 N. Palafox	Pensacola	32501	$1,182.00
26	3	3	56	Court Administration		865	5	M - F	100 West Maxwell Street	Pensacola	32501	$1,520.00
27	3	3	63	Dorrie Miller CC		1,965	2	M / F	2819 N. Miller St	Pensacola	32503	$3,213.00
28	3	3	66	Employee Health Clinic (Paid out of their Cost Center)		6,158	6	M - S	2257 N Baylen St	Pensacola	32501	$7,855.00
29	3	3	256	EMS @ Lions Eye Clinic		615	2	M / Thu	256 A Hayes St.	Pensacola	32501	$1,050.00
30	3	2	231	EMS @ Osceola Fire		200	2	Wed / Sat	2601 Massachusette	Pensacola	32502	$1,397.00
31	3	3	68	Englewood CC - Boys & Girls		10,824	5	M - F	2751 N H St	Pensacola	32501	$4,775.00
32	3	3	314	Englewood Neighborhood Center		1,180	1	Tues	2749 N H. Street	Pensacola	32501	$1,550.00
33	3	3	179	Facilities Mgmt		17,058	5	M - F	100 E. Blount St.	Pensacola	32501	$8,995.00
34	3	4	310	Genealogy Library		7,126	5	Tues-Sat	5740 N 9th Ave	Pensacola	32504	$3,547.00
35	3	3	66	Human Relations Commission		791	5	M - F	2257 N. Baylen St	Pensacola	32502	$1,885.00
36	3	3	318	Legion Field		3,545	6	Mon-Sat	1301 W. Gregory St	Pensacola	32533	$6,850.00
37	3	3	316	Solid Waste Scale House Palafox		315	1	1 Day a Week	2906 N. Palafox	Pensacola	32501	$6,887.00
38	3	3	55	Office Space		4,813	2	Tu & F	150 West Maxwell Street	Pensacola	32501	$2,295.00
39	3	4	308	Tyron Library		12,045	6	Mon-Sat	1200 Langley Ave	Pensacola	32504	$21,997.00
											Zone 3 Total	$94,855.00

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
					Zone 4							
40	4	2	242	Ernie L. Magaha Building		126,700	5	M - F	221 Palafox Pl	Pensacola	32502	$99,995.00
41	4	2	258	Government Complex Parking Garage	YES, see Scope	833	1	F	49 W. Intendencia	Pensacola	32502	$415.00
42	4	2	49	Matt Langley Bell		16,200	5	M - F	213 S. Palafox	Pensacola	32502	$12,100.00
43	4	2	59	Old Courthouse		40,680	5	M - F	223 S. Palafox Place	Pensacola	32502	$31,820.00
44	4	4	139	Pensacola Beach Sheriff Substation	YES, see Scope	2,845	3	M / W / F	43 Fort Pickens Road	Pensacola	32526	$2,509.00
45	4	4		SRIA Admin Building		8,800	5	Mon-Fri	1 Via De Luna Drive	Pensacola Bch	32561	$7,689.00
46	4	4		SRIA Vistor Info Center		2,500	7	Mon-Sun	7 Casino Road	Pensacola Bch	32561	$3,260.00
47	4	2	178	Supervisor of Election/Purchasing		22,900	5	M - F	201 S. Palafox Place	Pensacola	32502	$9,350.00
48	4	2	337	Supervisor of Elections Warehouse		12,110	1	Thurs	3201 Navy Blvd	Pensacola	32505	$4,805.00
49	4	3	307	W Florida Regional Library		50,957	7	Mon-Sun	239 N. Spring Street	Pensacola	32502	$58,110.00
											Zone 4 Total	$230,243.00
					Zone 5							
50	5	5	260	Mosquito Control - Admin		2,978	2	Wed / Fri	601 Hwy 297A	Cantonment	32533	$1,500.00
51	5	5	261	Mosquito Control Garage - Restrooms		80	1	F	601 Hwy 297A	Cantonment	32533	$700.00
52	5	5	37	Road Department Admin		2,730	5	Mon-Fri	601 Hwy 297A	Pensacola	32533	$4,250.00
53	5	5	38	Road Department Fleet Maintenance		2,300	5	Mon-Fri	601 Hwy 297A	Pensacola	32533	$2,020.00
54	5	5	270	Road Department Modular Trailer		760	5	Mon-Fri	601 Hwy 297A	Pensacola	32533	$1,680.00
55	5	5	41A	Road Department Modular Trailer		760	5	Mon-Fri	601 Hwy 297A	Pensacola	32533	$1,680.00
56	5	5	39	Road Department Wellness Center		1,668	5	Mon-Fri	601 Hwy 297A	Pensacola	32533	$2,010.00
57	5	5	311	Sheriff Fire Range Training Bldg		1,371	1	Fri	13011 Beulah Road	Pensacola	32526	$1,300.00
58	5	5	273	Solid Waste Admin		8,046	5	Mon-Fri	13009 Beulah Road	Pensacola	32526	$7,200.00
59	5	5	27	Solid Waste Admin Operations Garage	YES, see Scope	4,206	6	Mon-Sat	13009 Beulah Road	Pensacola	32526	$4,900.00
60	5	5	30281	Solid Waste Guard Trailer		685	1	1 Day a Week	13009 Beulah Road	Pensacola	32526	$1,000.00
61	5	5	251	Solid Waste Hazardous House Waste	YES, see Scope	280	5	Mon-Fri	13009 Beulah Road	Pensacola	32526	$4,400.00
62	5	5	28	Solid Waste Scale House	YES, see Scope	357	6	Mon-Sat	13009 Beulah Road	Pensacola	32526	$3,500.00
											Zone 5 Total	$36,140.00
					Zone 6							

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
63	6	3	312	Brownsville CC		32,948	6	Mon-Sat	3200 W. Desoto Street	Pensacola	32505	$29,500.00
64	6	3	241	Ebonwood CC		2,964	3	Mon, Wed & Fri	3511 W. Scott St.	Pensacola	32505	$3,600.00
65	6	3	219	Marcus Point Tax Collector	YES, see Scope	10,038	5	Mon-Fri	6451 W Street	Pensacola	32506	$9,910.00
66	6	3	301	Marie K Young CC		13,200	5	Mon / Fri	6405 Wagner Rd	Pensacola	32506	$8,700.00
67	6	2	217	Mayfair CC		1,965	2	W / Sat	701 S. Madison	Pensacola	32502	$2,000.00
68	6	3	224	Public Safety		60,310	6	M - F	6575 N. W St.	Pensacola	32502	$47,500.00
											Zone 6 Total	$101,210.00
					Zone 7							
69	7	5	320	4H Center		9,050	5	M - F	3730 Stefani Rd.	Pensacola	32534	$8,700.00
70	7	5	71	Agriculture Extension Services		7,000	5	M - F	3740 Stefani Rd.	Pensacola	32526	$6,500.00
71	7	1	73	Beulah Community Center		3,155	2	Tues / Fri	7425 Woodside Rd.	Beulah	32577	$1,800.00
72	7	3	121	Ensley Sheriff Substation	YES, see Scope	3,606	3	M - W- F	97 Hood Dr.	Ensley	32514	$2,450.00
73	7	1	189	Equestrian Center Admin		774	3	M- W - F	7750 Mobile Hwy	Pensacola	32526	$790.00
74	7	5	203	Government Complex - Administration		8,319	5	M - F	1651 N. Nine Mile Rd.	Pensacola	32514	$8,100.00
75	7	5	173	Wind Mitigation Bldg.		3,139	5	M - F	3740 Stefani Rd.	Pensacola	32533	$4,700.00
											Zone 7 Total	$33,040.00
					Zone 8							
76	8	5	223	Bamineau Park CC		9,888	1	Wed	8055 Bar. Park School Rd	Molino	32577	$4,450.00
77	8	5	125	Molino Admin (Started Feb 2019)		900	2	T-F	3470 Hwy 29		32577	$1,100.00
78	8	5	292	Molino Cafeteria Dining & Restrooms		1,400	2	Mon & Thurs	899 Hwy 97	Pensacola	32577	$985.00
79	8	5	292	Molino CC		11,280	3	M - W - F	899 Hwy 97	Pensacola	32577	$6,775.00
80	8	5	292	Molino Library		4,320	6	Mon-Sat	6450 N Hwy 95A	Pensacola	32577	$7,210.00
81	8	5	124	Molino Sheriff Sub	YES, see Scope	2,000	2	W / Sat	5844 N. Hwy 29	Molino	32577	$1,800.00
82	8	5	302	Molino TC PA		7,133	5	M - F	899 Hwy 97	Pensacola	32577	$6,850.00
83	8	5	185	Quintette CC		1,965	2	M- Thurs	2490 Quintette Lane	Pensacola	32533	$1,200.00
											Zone 8 Total	$30,370.00

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
					Zone 9							
84	9	5	123	Bryneville CC		3,540	3	M-W-F	1701 Hwy 4A	Century	32535	$1,800.00
85	9	5	61	Century Courthouse		5,206	2	Tue / Thur	7500 N. Century Blvd	Century	32535	$2,760.00
86	9	5	65	Century EMS		4,115	1	Thur	6029 Industrial Blvd	Century	32535	$2,110.00
87	9	5	264	Century Library		2,966	5	Tue-Sat	7991 Century Blvd	Century	32535	$4,140.00
88	9	5	62	Davisville CC		7,124	3	M-W-F	10200 Hwy 97	Bratt	32568	$4,200.00
89	9	5	153	Oak Grove Community Center		1,838	1	F	2550 Hwy 99 North	Oak Grove	32568	$1,100.00
90	9	5	157	Walnut Hill CC		4,823	2	M - Thurs	7850 Hwy 97	Pensacola	32568	$2,300.00
91	9	5	162	Walnut Hill Sheriff Substation	YES, see Scope	1,050	2	M / Thurs	7850 Hwy 97	Pensacola	32568	$2,100.00
											Zone 9 Total	$20,510.00
					Zone 10 - Health Clinics							
92	10			Northside Clinic (Escambia County Health)	YES, see Scope	5,095	5	M - F	8390 N. Palafox Street	Pensacola	32503	$3,400.00
93	10			Gregory (Escambia County Environmental Healt	YES, see Scope	11,907	5	M - F	1300 W. Gregory Street	Pensacola	32502	$9,899.00
94	10			Fairfield Clinic (Escambia County Health)	YES, see Scope	45,695	5	M - F	1295 W. Fairfield Drive	Pensacola	32501	$33,000.00
											Zone 10 Total	$46,299.00

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Annual Price w/3 year contract with option for 2 additional 1 year terms
Zone 11 - MC Blanchard Judicial Building												
95	11	2	79	State Attorney	YES, see Scope	36,325	5	M - F	357 S. Baylen Street	Pensacola	32501	$32,500.00
96	11	2	79	Public Defender	YES, see Scope	22,883	5	M - F	357 S. Baylen Street	Pensacola	32501	$18,500.00
97	11	2	79	Clerk of Court	YES, see Scope	64,227	5	M - F	357 S. Baylen Street	Pensacola	32501	$56,500.00
98	11	2	79	Security	YES, see Scope	5,023	5	M - F	357 S. Baylen Street	Pensacola	32501	$2,300.00
99	11	2	79	Court Administration	YES, see Scope	128,657	5	M - F	357 S. Baylen Street	Pensacola	32501	$108,000.00
											Zone 11 Total	$217,800.00
					Total Square Footage	1,350,865					Total Bid by Firm	$1,163,586.00

Additional Area Cleaning Cost:

Ceramic: Scrub	0.18	per sq. ft.
Carpet: Shampoo	0.18	per sq. ft.
Window Cleaning Exterior (Outside of Scope)	0.12	per sq. ft.
Window Cleaning Interior (Outside of Scope)	0.15	per sq. ft.
Day Porter	16.85	Per Hour

Emergergency Service Call Cost - 2hr. Response Time Based on 1hr. On site.

Century Library	125
Genealogy Library	125
Legion Field	125
Molino Library	125
S.W. Library	125
Tryon Library	125
W. Florida Regional Library	125
Additional Hourly Rate	16.85

Zone Totals	Zone
$45,574.00	1
$307,545.00	2
$94,855.00	3
$230,243.00	4
$36,140.00	5
$101,210.00	6
$33,040.00	7
$30,370.00	8
$20,510.00	9
$46,299.00	10
$217,800.00	11
$1,163,586.00	

AGREEMENT RELATING TO CUSTODIAL SERVICES (P.D. 19-20.092)

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, FL 32502, and New World Cleaning, LLC (hereinafter referred to as "Contractor"), a Florida for-profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 26-4269831, whose principal address is 2112 West Yonge Street, Pensacola, FL 32505.

WITNESSETH:

WHEREAS, on August 21, 2020, the County issued a Request for Proposals (P.D. 19-20.092) seeking contractors to perform custodial services for various Escambia County facilities located within eleven zones; and

WHEREAS, Contractor submitted a proposal demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. After being properly executed by the Parties named herein, this Agreement shall commence on November 1, 2020, and continue for an initial term of thirty-six (36) months expiring on October 31, 2023. Upon mutual agreement, the Agreement may be renewed for two additional twelve (12) month terms up to a maximum of sixty (60) months. The County shall provide written notice of the desire to renew or extend the Agreement at least thirty (30) days prior to the expiration of the current term.

3. Scope. Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's *Request for Proposals Custodial Services for Various Escambia County Facilities, Specification No. P.D. 19-20.092*, attached hereto and incorporated herein as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail. Additional cleaning services and emergency services may be requested by the County on an as-needed basis.

4. Compensation. In exchange for the Contractor's provision of the scope of services referenced in Section 3 above, County agrees to pay the Contractor as follows and as further specified in the Contractor's proposal attached hereto and incorporated herein as **Exhibit B**:

Zone 4 in an amount not to exceed $263,328.00 per year.

In exchange for the provision of any requested additional cleaning services or emergency services referenced in Section 3 above, County agrees to pay Contractor as follows:

Additional Area Cleaning Cost		
Ceramic: Scrub	$0.12	per sq. ft.
Carpet: Shampoo	$0.14	per sq. ft.
Window Cleaning Exterior (Outside of Scope)	$0.10	per sq. ft.
Window Cleaning Interior (Outside of Scope)	$0.08	per sq. ft.
Day Porter	$N/A	Per Hour

Emergency Service Call Cost – Two-Hour Response Time Based on One Hour On-Site	
Century Library	$175.00
Genealogy Library	$175.00
Legion Field	$100.00
Molino Library	$175.00
S.W. Library	$100.00
Tryon Library	$100.00
W. Florida Regional Library	$100.00
Additional Hourly Rate	$12.50

Contractor shall be responsible for providing all supplies, equipment, and labor necessary to perform services pursuant to this Agreement.

5. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Price Adjustments. Contractor may request price adjustments once every twelve (12) months. Requests must be provided to the Director of Facilities Management no later than May 1st and shall take effect on November 1st of the year in which the request was submitted. Any requested price increase shall be accompanied by appropriate documentation of a bona fide cost increase to the Contractor based upon an increase in the consumer price index (CPI) and/or an

increase in the minimum wage. Any price decrease effectuated during the term of the Agreement shall be passed on the County by the Contractor. Any price adjustment shall be accomplished by written amendment to this Agreement and approved by the Board of County Commissioners.

7. Changes in Scope. The County reserves the right to increase or decrease the frequency of services or the number of buildings or square footage within a zone as may be required. The County will provide Contractor with not less than forty-eight hours prior written notice of any such modifications. Rates for new areas shall be based upon the cost per square foot as bid for the same or similar building within the zone. No minimum quantity of work is guaranteed during the term of this Agreement, and only those tasks assigned by the Contract Administrator may be compensated.

8. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory Workers' Compensation and Employers' Liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease; and

(d) Fidelity Bond with $1,000,000 per occurrence coverage limit.

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: New World Cleaning, LLC	To: Escambia County
Attention: Latasha Jones	Attention: County Administrator
2112 West Yonge Street	221 Palafox Place, Suite 420
Pensacola, FL 32505	Pensacola, Florida 32502

Rejection or other refusal by the addressee to accept or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state, and local laws, rules, policies, or guidelines related to the performance of this Agreement.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver

this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

20. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-29-2020

CONTRACTOR:
NEW WORLD CLEANING, LLC, a Florida for-profit limited liability company authorized to conduct business in the State of Florida

By: _____
Latasha Jones, President

Date: _____

_____
Witness

_____
Witness

EXHIBIT A NOT ADA COMPLIANT

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALS

CUSTODIAL SERVICES FOR VARIOUS ESCAMBIA COUNTY FACILITIES
SOLICITATION NUMBER PD 19-20.092

Responses will be received until 2:00 PM, CDT, September 04, 2020

A pre-solicitation conference will NOT be held

ESCAMBIA COUNTY OFFICE OF PURCHASING
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All request for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal Responses will be provided.

Assistance:

Jeffrey Lovingood
Purchasing Coordinator
Phone: 850-595-4953
Email: JDLovingood@myescambia.com

Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by

the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within three percent (3%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent (2%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent (4%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all, or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

Escambia County, Florida
Request for Proposals

Proposer's Checklist
Custodial Services for Various Escambia County Facilities

Solicitation Number PD 19-20.092

HOW TO SUBMIT YOUR PROPOSAL

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- Electronic Copies – The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One (1) original and one (1) electronic copy via CD or flash drive OR uploaded via Vendor Registry.
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the "Insurance Requirements" portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at http://www.sunbiz.org/search.html)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A "NO PROPOSAL":

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter "No Proposal" in the "Reason for no Proposal" block, the firm's name, firm's address, and signature of a person authorized to sign on behalf of the firm.

Custodial Services for Various Escambia County Facilities

PD 19-20.092

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

	Page
Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Entity Crimes	1
Drug-Free Workplace Form	3
Information Sheet for Transactions and Conveyances Corporate Identification	4
General Terms and Conditions	6
Special Terms and Conditions	8
I – General Information	15
II – Information Required from Submitters	17
III – Criteria for Selection	19
IV – Scope of Work	20
Escambia County Ordinance and Resolution	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is:

_____

_____

and, if applicable, its Federal Employer Identification Number (FEIN) is:

_____
(If the entity has no FEIN, provide the Social Security Number of the Individual signing this sworn statement.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity, or with an agency or political subdivision of any other state or of the United State, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United State and involving antitrust, fraud, theft, briber, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a please of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

management of the entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

Please indicate which statement applies:

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Please attach a copy of the Final Order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO (2) OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

SIGNATURE

Sworn to and subscribed before me this ____ day of _____, 20___

Personally known _____ OR produced identification _____ (ID Type: _____)

Notary Public in the State of _____

My Commission Expires: _____

_____

Printed, Typed, or Stamped Commissioned Name of Notary Public

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilt or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good-faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

CHECK ONE:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES
CORPORATE IDENTIFICATION

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is therefore vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Please Circle One

Is this a Florida Corporation? Yes or No

If not a Florida Corporation,

In what state was it created? _____

Business Name as spelled in that state: _____

What kind of corporation is it? "For Profit" or "Not for Profit"

Is the corporation in good standing? Yes or No

Is the corporation authorized to transact business in the State of Florida? Yes or No

If so, please provide the State of Florida Department of State Certificate of Authority Document Number: _____

Does the corporation use a registered fictitious (d/b/a) name? Yes or No

Names of Officers:

President: _____

Corporate Secretary: _____

Vice President: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (as used in Florida)

_____

spelled exactly as it is registered with the state or federal government

Corporate Address:

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip _____

Please provide both the post office box and street address for mail and/or express delivery; also for recorded instruments involving land. **(Please continue and complete page 2)**

INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES
CORPORATE IDENTIFICATION

Federal Identification Number: _____

For all instruments to be recorded, taxpayer's identification is required.

Contact Person for the Company:

Email: _____

Tel.: _____

Fax: _____

Printed Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, the Agreement will be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the firm's Board of Directors on behalf of the company. The awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing.

_____

- END –

Information reviewed by County for responsiveness by: _____

Date: _____

ESCAMBIA COUNTY, FLORIDA
GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information below) by telephoning the Office of Purchasing at (850) 595-4980, or by emailing purchasing@myescambia.com.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer, and Bid Form, in accordance with these General Terms and Conditions constitute an offer from the Offeror. If any or all part of the offer are accepted by Escambia County, Florida, and authorized representative of the County shall affix their signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information: https://myescambia.com/our-services/purchasing then click "Solicitations."

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
- 5.01 Taxes
- 5.02 Discounts
- 5.03 Mistakes
- 5.04 Condition and Packaging
- 5.05 Safety Standards
- 5.06 Invoicing and Payment
- 5.07 Annual Appropriations

6. Additional Terms and Conditions
7. Manufacturer's Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
- 9.01 County Procedure on Acceptance of Gifts
- 9.02 Contractors Required to Disclose Any Gift Giving
- 9.03 Gratuities

10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancelation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – Click Here to access the Department of State, Division of Corporations Certification/Registration Form for Doing Business in Florida.
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. Online Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

INSTRUCTIONS TO OFFERORS

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.092, Custodial Services for Various Escambia County Facilities, Name of Submitting Firm, September 04, 2020 at 2:00 PM CDT.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/disqualification of submittal;

2) Termination of contract; or

3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check, or certified check in the amount of One Thousand Dollars ($1,000.00).

Checks or bonds are to be made payable to Escambia County, Florida. **The amount of the check or bond is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.**

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by the contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the Purchase Order by signing the Solicitation, Offer, and Bid Form and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of their cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. The last day for questions will be September 01, 2020 at 5:00 PM CDT.

4. Proposal Forms

This Solicitation contains a Solicitation, Offer, and Proposal Form which shall be submitted by either (choose one):

- A sealed envelope, with Original (wet) signature in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted. **Firms electing to submit original forms shall also provide a complete copy of the bid response via CD or flash drive.**
- Uploading to Vendor Registry a PDF of the signed Bid Form with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

There will be no pre-solicitation conference.

6. Diversity

Pursuant to Resolution R2018-87, the Escambia County Board of County Commissioners has expressed its support for diversity in the County's procurement process and affirmatively encourages all vendors, contractors, and subcontractors providing goods or services for the County to promote diversity and provide equal opportunities for the participation of local small-, minority-, women-, and service-disabled veteran-owned businesses.

Pursuant to Sec. 46-110, Sec. 46-111, and Sec. 46-112 of the Escambia County Code of Ordinances, Escambia County is committed to providing the maximum opportunity for increased participation of local small-, minority-, women-owned business enterprises in the procurement of goods and services by the County. Qualifying businesses who wish to participate in this program may apply for certification as a small, minority, and/or woman-owned business by contacting the Office of Purchasing.

Please note: Sec. 46-110, Local Preference in Bidding, Sec. 46-111, Small Business Enterprise Program, Sec. 46-112, Participation of Minority and Women Business Enterprises, and Resolution R2018-87 are attached to this document. Compliance with

7. Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

   1. The potential for fire, explosion, corrosiveness, and reactivity;

   2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

   3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

8. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state, and local safety codes.

9. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

10. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. Protection of Property/Security

A. The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

B. All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

C. The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

D. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

E. The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

F. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

G. The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evening and weekends.

H. The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

12. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

13. Contract Term/Renewal/Termination

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for up to two (2) additional twelve (12) month periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

14. Option to Extend the Term of the Contract

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed five (5) years.

15. Pricing

All services sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

16. Changes – Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas.

A. Description of services to be performed

B. Time of performance (i.e., hours of the day, days of the week, etc.)

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

17. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

18. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

19. Award

Award shall be made on an "all-or-none total by zone".

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

A. In an effort to encourage small businesses that may not have the infrastructure to service a client as large as the County, the Board of County Commissioners has asked that all of the County facilities be put into smaller Zones that small businesses can service.

B. With this in mind, vendors are encouraged to bid on each Zone, however, the vendor's bid for a Zone should reflect that the bid is a stand-alone price for that Zone.

1) The vendor may or may not be awarded any Zones.

2) The vendor may or may not be awarded multiple Zones.

C. Any firm that bids on a Zone and refuses to accept award or refuses to enter into an agreement with the County for any reason shall have the firm's Bid Surety retained by the County and not returned to the vendor.

20. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period, or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

21. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is

finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

Non-Contract Insurance Requirements

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred", however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract, or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall

be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract, or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage – Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract, or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract, or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   213 Palafox Place 2nd Floor
   Pensacola, FL 32591
   Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Fidelity/Dishonesty/Liability Coverage – for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety, and Insurance)

Part I	General Information:
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Contractors:
2-1	Proposal Format and Content
2-2	Introduction
2-3	Understanding the Project
2-4	Methodology Used for the Project
2-5	Management Plan for the Project
2-6	Experience and Qualifications
2-7	Cost Proposal

Part III	Criteria for Selection:
3-1	Evaluation Matrix
3-2	Evaluation Criteria
3-3	Evaluation Method
3-4	Non-Responsive Proposals
3-5	Notification
Part IV	Scope of Work:
4-1	Summary
4-2	Custodial Cleaning Specifications
4-3	Custodial Schedules
4-4	Special Instructions for Buildings
4-5	Additional Provisions
4-6	Contractor Requirements
4-7	Cost Increases
4-8	Additions/Deletions
4-9	Complaints
4-10	Supplies, Chemicals, and Equipment
4-11	Safety Requirements
4-12	Inspection Criteria

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to provide Custodial Services in County-owned and maintained facilities as noted in Exhibit "A". The primary objective of this RFP is the selection of the most qualified and experienced Contractor(s) to provide these Custodial Services in a manner that is most advantageous to the County.

1-2 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Donald Knight, Custodial Manager, Facilities Management Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-3 CONTRACT CONSIDERATION

It is expected that the contract shall be a multi-award, term agreement, and shall officially begin on October 1, 2020.

1-4 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-5 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Coordinator, in writing via email at JDLovingood@myescambia.com.

1-6 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-7 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing (Advertisement) Date……..….August 21, 2020

B. Last Date for Questions…….September 01, 2020 at 5:00 PM CDT

C. Receipt of Proposals.....September 04, 2020 at 2:00 PM CDT

D. Ranking Meeting.....September 09, 2020

E. Target Board Date…..……....September 17, 2020

F. Projected Start Date……..…….October 01, 2020

1-8 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in their proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-9 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-10 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-11 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

All Proposers shall provide a straightforward and concise description of their ability to meet the RFP requirements.

All RFP documents (excluding the Excel Spreadsheet) shall be contained in a single PDF- or Microsoft Word-type document. The Excel Spreadsheet will also be returned complete as a single document.

There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. All proposals submitted in a sealed envelope shall be in spiral binding or "GBC" type binder with all pages 8.5" x 11" format. The County discourages overly lengthy or costly proposals.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP. It is understood by the County that staff may need to be hired to accomplish the tasks required. Firms shall provide an organizational chart and narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed.

[a] Title,

[b] Résumé,

[c] Location(s) where work will be performed,

[d] Itemize the total cost and the number of estimated hours for everyone named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those staff or subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract. A substitution of staff or subconsultants, the addition of any subconsultants, or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Provide reference names and phone numbers for similar projects your firm has completed.

It is understood that firms will likely need to hire new staff to perform the duties outlined in this solicitation. For any employees that will need to be hired as a result of this award, please include a job description for the role(s) that will be filled, as well as your companies policies and procedures related to hiring and training.

2-7 COST PROPOSAL

Please see the attached Excel spreadsheet for Proposal pricing information. The Excel spreadsheet provides firms with a list, by zone, of each building/facility to be serviced.

A. Firms shall provide pricing based on the annual cost for servicing each building within a zone, based on a three (3) year agreement with up to two (2) one-year renewals.

B. Proposers are asked to offer complete pricing for each of the eleven (11) zones the firm is willing to service for the mutually agreed upon term noted in **2-7, A.**, above. Proposers are not required to offer pricing for any zone they do not wish to service.

C. **At the discretion of the Selection Committee, firms <u>may</u> be recommended for award by the Board of County Commissioners for zero, one, or multiple zones.** It is therefore imperative that pricing for each zone shall be "stand-alone" pricing representing the true cost to the County of that specific zone. The prices offered for each zone by the Proposer shall not be based on the firm being awarded any other zone. The pricing listed for any zone shall be considered a stand-alone price and the recommended award for such zone shall have no bearing on the recommendation to award any other zone.

D. **The Selection Committee reserves the right to limit the number of zones for which a firm will be recommended for award.**

E. Proposals that do not provide pricing for each building <u>within a zone</u> will result in the zone being considered non-responsive. If the overall proposal is responsive other zones bid will be considered, however, the County cannot select Vendors to service a zone based on incomplete information.

F. Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies,

overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

G. In addition to the pricing for each zone, firms are asked to complete the Excel spreadsheet relating to Additional Area Cleaning Cost and Emergency Service Call. These are requested rates for any services outside the standard Scope of Work and shall be completed in full. Incomplete information for Additional Area Cleaning Cost and Emergency Service Call may result in a Proposer's complete bid being deemed non-responsive.

2-8 The Board has requested that each firm provide their status relating to being a minority-, woman-, and/or veteran-owned business. If a firm is using sub-contractors, the Bidder must provide the business status of the sub-contractor.

Additionally, the Board has requested that Bidders provide a breakout of the firm's employees by minority status, as well as the status of employees of any sub-contractor that will be performing the work.

The following are the designations requested:

1. **WOSBE** – Woman-Owned Small Business Enterprise
2. **VOSB** – Veteran-Owned Small Business
3. **SDVSOB** – Service-Disabled Veteran-Owned Business
4. **EDWSOB** – Economically Disadvantaged Woman-Owned Small Business
5. **DBE Certified** – Disadvantaged Business Enterprise
6. **SBA 8(A) Certified** – Small Business Administration program for small businesses owned by socially and economically disadvantaged people or entities.
7. **HUBZone Certified** – Historically Underutilized Business Zone, a federal program to encourage small businesses to locate in and hire employees from economically disadvantaged areas.
8. **Minorities**:
    A. African American
    B. Hispanic
    C. Asian
    D. Native American
    E. Pacific Islander

Please note that a copy of the Escambia County Code of Ordinance related to Small Business Enterprise (Sec. 46-111) and Participation of Minority and Women Business Enterprises (Sec. 46-112) has been included in this document.

PART III CRITERIA FOR SELECTION

3-1 EVALUATION MATRIX

To ensure that all RFP's are fairly evaluated, scored, and ranked, it is particularly important that the RFP's are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of the vendor's proposal.

All proposals will be evaluated on the following scale:

		Maximum Point Value
1.	Scope of Services	10
2.	Adequacy of Staffing and Supervision	20
3.	Related Experience	20
4.	Safety Program and Training of Personnel	10
5.	Distance to Sites	20
6.	Proposed Fee Schedule	20
	Total Points Possible:	**100**

3-2 EVALUTATION CRITERIA

The recommendation to award any contract(s) will be based on each firm's responses to the following criteria as addressed in the RFP. References to "Project" in the evaluation criteria are related to potential projects within the services described in this RFP. Please separate the RFP responses into the following categories:

1. Scope of Services

A. Describe your firm's depth of understanding of the work.

B. Clarify your firm's capacity to successfully provide the services required. Additionally, firms shall include their plan for scaling up trained staff in preparation for an October 1, 2020 start date.

C. Include quality assurance procedures to be utilized.

D. Indicate the firm's willingness to work with County staff in the creation and implementation of site-specific work-orders and task plans.

2. Adequacy of Staffing and Supervision

A. Describe the typical organizational structure to be used to staff County facilities and the responsibilities of each staff member.

B. Provide a brief résumé of proposed Site Supervisor(s) and other key positions. No more than one page dedicated to each individual.

C. Provide an organization chart for each Zone and indicate which positions are full- and part-time. Include an organizational chart showing corporate support, if applicable.

D. Provide staff qualifications including job descriptions which indicate minimum qualifications required.

E. The County recognizes that in order to recruit and retain quality personnel, the Proposer may offer a package of benefits including life insurance,

health insurance, and paid leave, among other potential benefits. Please indicate the benefits offered/provided to employees and if the company or employee pays the expense.

F. Indicate the Proposer's plan to minimize turnover and assure the highest rates of retention. Provide a five (5) year history of turnover for all previous contracts.

3. Related Experience

A. List all clients currently under contract.

B. Include information on previous and current experience with commercial contracts of similar size and/or dollar value.

C. Include reference letters from the client on each of the three (3) most closely related agencies or businesses. References are to be specific to the Proposer. The references shall include the company name, address, contact email address and phone number. References shall not include any County employees or members of the Escambia County Board of County Commissioners.

D. Include approximate square footage and cost of contract(s).

E. Provide a summary of any litigation, claim, or contract dispute(s) which have been finalized and/or decided by a Court of Law, which were filed by or against the Proposer in the past five (5) years. Include a summary of the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved.

4. Safety Program and Training of Personnel

Provide a copy of the Proposer's Training Plan to include but not be limited to the following:

A. Management's Safety Policy Statement.

B. Hazard Assessment and Safety Planning processes.

C. Staff training plans for Occupational Safety and Health (OSHA).

D. Plans for the handling and clean-up of blood-borne pathogens.

E. Driver safety training, including golf cart operations.

F. Staff orientation program.

G. On-going training and experience requirements.

H. Data to support the existence and quality of the programs the Proposer brings to the operation with respect to providing a safe and secure workplace.

5. Distance to Sites

Indicate the primary location of the Proposer's office that will have direct responsibility for this contract. If the distance from the project exceeds sixty (60) miles, describe how the project would be effectively managed or what limitations in services, if any, the County might expect as a result of the distance.

6. Proposed Fee Schedule

A. Provide the pricing schedule on the Price Proposal Form (Excel).

B. The proposed rates shall remain firm for the first year of the contract term and shall include all charges incurred in fulfilling the terms of the contract.

C. Each year, on or before January 31, the awarded vendor may request a rate increase.

1) An increase in contract rates will require prior written approval by the County and shall take effect at the next fiscal year or renewal period, if any remain, and if the Board awards the new rate.

2) All increases related to changes in wage law(s) or other applicable laws shall not be retroactive and can only be granted for the upcoming year of service. When wages are affected by changes to the wage law(s), only the specific positions affected by the wage law(s) will be reviewed to determine the increase.

3) Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

3-3 EVALUATION METHOD

The County will appoint a Selection Committee to evaluate proposals and will evaluate and rank all responsive proposals to determine which proposal(s) best meet the needs of the County based on the evaluation criteria. A firm(s) shall then be recommended for award by the Escambia County Board of County Commissioners.

The County may elect to choose to award zero, one, or multiple zones, and may adjust which buildings are within each zone.

The County shall be the sole judge of its own best interests, the proposals, and the approval of any resulting contract. The County's decisions shall be final.

3-4 NON-RESPONSIVE PROPOSALS

Non-responsive proposals will be rejected by the Purchasing Department and may not be distributed to the Selection Committee for consideration. Additionally, the Selection Committee may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include but are not limited to the following:

1. Failure to sign the proposal and failure to have the proposal signed by someone with authority at the firm to sign a binding agreement.
2. Failure to acknowledge addenda (unless all changes are not material to the Scope).
3. Failure to provide required submittals/documentation.
4. Submission of a late proposal.
5. Firm does not meet minimum requirements.

3-5 NOTIFICATION

Upon completion of the evaluation of all written proposals, the Selection Committee will meet on September 09, 2020. At this time, the Selection Committee shall rank then recommend firms for zero, one, or multiple zones.

The Ranking meeting is a public meeting; however, it is not a public-participation meeting. Firms can join by coming to the Office of Purchasing for the Ranking meeting or by attending a videoconference, the link for which will be provided to all responsive proposers.

PART IV SCOPE OF WORK

4-1 SUMMARY

The Contractor shall provide all labor, supplies, and equipment needed to perform required services. The Scope is defined as cleaning and maintaining all interior areas and exterior entrances for the building under contract unless otherwise specified in writing by Facilities Management.

DEFINED TASK: The following tasks defined as general cleaning shall be deemed the "Scope of Work" for the purposes of this solicitation.

4-2 CUSTODIAL CLEANING SPECIFICATIONS

A. Floor Maintenance

Floors shall be cleaned in accordance with the following standards to maintain a safe, sanitary condition, present a pleasing appearance, and provide protection from damage.

1. **Damp Mopping:** A damp-mopped floor shall have an evenly cleaned surface that is free of dirt, dust, hair, mop marks, smears, film, dirt residue, streaks, debris, and standing water. All mop marks on baseboards, doors, and furniture shall be removed. Floors that cannot be cleaned satisfactorily by damp mopping shall be scrubbed.
2. **Scrubbing:** A scrubbed floor shall have an evenly cleaned surface that is free of dirt, dust black marks, and other foreign matter to the floor surface. Wax that has been removed during the scrubbing operation shall be reapplied.
3. **Buffing:** A buffed floor will be done in such a manner that the finish will be evenly distributed on the floor surface. The floor surface shall present an even, clean, and uniform sheen, with no brush marks left upon completion of work. Floors shall be dust mopped, damp mopped, and have black marks removed prior to buffing operation.
4. **Spray Buffing:** A spray-buffed floor shall have received spray applications of wax and sufficient buffing to provide a high gloss finish that blends in with the surrounding floor finish. The floor surface shall be cleaned to remove all dust, dirt, and black marks prior to the buffing operation.
5. **Stripping of Waxed/Sealed Surfaces:** A properly stripped floor shall have all wax/sealer removed down to the flooring material. The floor shall be left free of all dirt and stains.
6. **Waxing:** A properly waxed floor shall have an even coating of slip-resistant wax. The floor shall be clean and bright, including corners and under furniture. Wax shall be buffed to a uniform sheen, leaving no brush marks. If self-polishing wax is used, buffing is not required.
7. **Sealing:** A properly sealed floor shall have an even coating of slip-resistant sealer. The floor shall be clean and bright, including corners and under furniture.
8. **Polishing:** A properly polished floor area shall be free of small objects such as paper clips, staples, etc. This shall include removal of trash and debris of building interior and exterior doorways.

9. **Vacuuming:** A properly vacuumed floor, carpet, elevator, and stairway shall be free of all dust, dirt, cobwebs, grit, and lint. This includes debris in corners, behind doors, and under furniture (except permanently positioned items, such as built-in, safes or file cabinets). Removal of chewing gum or other foreign matter is considered part of vacuuming process.

10. **Detailing:** Properly detailed carpeting shall be vacuumed with edging tools around edge of carpet, desk legs and other areas inaccessible to equipment. This process shall be done at the time of each vacuuming or cleaning.

11. **Steam Cleaning:** Properly steamed carpet shall be free of dirt, streaks, stains, and spots.

12. **Spot Cleaning:** All floor and carpet areas spot cleaned shall be free of all stains, deposits, and cleaning marks.

13. **Rug and Carpet Care:** A properly cared for carpet shall be free of dirt, streaks, stains, spots and have a bright uniform color.

14. **Interior Concrete, Brick, and Ceramic Tile Floor Care:** Properly cared for concrete, brick and ceramic tile floors shall be free of streaks, stains, black marks, spots, gum, and other foreign matter to floor surfaces and shall have a bright, uniform color and appearance. Waxing of concrete and ceramic tile floors is prohibited.

15. **Baseboard Care:** All baseboards shall be kept clean and free of dust, dirt, splash marks and other matter foreign to the surface. Baseboards should be free of wax buildup at VCT floors.

B. Building Surfaces Maintenance

Building surfaces shall include doors, elevators, interiors, shelves, walls, trim, woodwork, handrails, stair rails, banisters, baseboard, frames, windowsills, ledges, and other horizontal surfaces.

1. **Vacuuming/Dusting** – A properly vacuumed/dusted surface is free of all dust, dirt, streaks, lint, and cobwebs.

2. **Washing** – Properly washed doors, walls, trim, woodwork, shelves, baseboards, handrails/stair rails, including their component parts, shall be clean and free from all dirt, dust, film streaks, smudges, lint, cobwebs, and debris.

3. **Damp Wiping** – Surfaces properly damp wiped shall be free of dirt, dust, marks, film, streaks, smudges, lint, cobwebs, and other debris.

4. **Horizontal Surfaces(s) Care** – Properly cared for horizontal surfaces shall be free of all dust, dirt, streaks, lint, and cobwebs.

5. **Metal Cleaning and Polishing** – Properly cleaned and polished metal surface(s) shall be clean and bright without deposits or tarnish. Metal cleaner shall be promptly removed from adjacent surfaces.

6. **Spot Cleaning** – Surfaces adequately spot cleaned shall be free of all stains, deposits and substantially free of cleaning marks.

7. **Glass and Mirror Cleaning** – Glass and mirrors accessible surfaces cleaned shall be without streaks, film, smudges, deposits and stains with a

uniformly bright appearance and adjacent surfaces wiped clean. Glass surfaces shall include, besides windows and mirrors, all display cases, and cabinets, building directory board enclosures, picture frame enclosures and glass panels within or adjacent to interior and exterior doors.

C. Windows Maintenance

1. **Window Washing and Brushing of Screens** – Properly washed window/door pane and frame shall be free of dirt, film, smudges, streaks, and other debris both inside and out. Screens, sunshade screens and screen frame shall be free of dust, dirt, cobwebs, lint, and other debris. Brushing shall be accomplished outside of building at location that does not conflict with other activities or cause damage to screens. Screens that are removed shall be replaced in their original positions.

2. **Vertical/Mini-Blinds** – Properly cleaned blinds(s) shall be free of all dirt, dust, smudges, film, streaks, lint, and cobwebs.

3. **Drapery Care** – Draperies shall be vacuumed in place. Extreme care shall be taken to protect draperies during the vacuuming process.

4. **Windows** – Both interior (all floors) and exterior (1st Floor) windows should be cleaned minimum twice (2) per year starting before each term (March and October), or as needed as determine by the County representative.

D. Furnishings Maintenance

1. **Furniture Care** – Properly cared for furniture, wall hangings, and office equipment shall be free of surface dirt, dust, streaks, spots, smudges, oily film, lint, and cobwebs. Furniture shall include desks, tables, chairs, bookcases, file cabinets, etc. Wood furniture shall be polished with the appropriate wood or laminate polish that will restore the original shine.

2. **Breakrooms, Kitchens, Lunch and Snack Area Tables, Chairs and Other Surfaces** – Wash and disinfect top and sides of tables, chairs, and other surfaces. Tables shall be clean and free of dirt, dust, smudges, deposits, and debris, including chairs, cabinet tops, sinks, and other surfaces.

3. **Drinking Fountains** – All drinking fountains, porcelain, and polished metal surfaces, including the orifices and drains shall be disinfected. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other soil. This requirement includes all drinking fountains within the facilities and considered a part of the building unit to which they are located in or nearest to and identified as a part of the facility.

4. **Light Fixtures** – Interior and exterior - Properly cleaned fluorescent fixtures shall be free of stains, dust, bugs, dirt deposits and cleaning marks. Other light fixtures that have a globe and shade or plastic type panel shall be free of all stains, bugs, dust, dirt deposits and cleaning marks.

5. **Ashtray and Urns** – Properly cleaned ashtrays shall be free of all ashes, deposits, stains, and debris. Urns shall be free of all cigarette butts and debris DAILY.

6. **Walk-Off Mats** – All walk-off mats shall be dry and free of dirt, lint, streaks, stains, and spots.

7. **Trash Containers** – Properly cared for trash receptacles(s) shall be emptied, cleaned, and left dry, free of sludge, deposits, dirt, streaks, and odors both inside and out. Trash receptacle refers to all receptacles used for the collection of wastepaper and debris, including swing top containers, wastebaskets, and similar containers. All trash receptacles shall have a new plastic trash can liner installed each time after the trash is removed and the receptacle has been cleaned.

8. **Partitions** – Properly cleaned partitions(s) shall be free of dirt, lint, deposits, streaks, and smudges.

9. **Cleaning of Upholstery** – Upholstered furniture properly and satisfactorily shampooed shall be free of dirt, streaks, stains, and spots.

E. Bath/Toilet Rooms, Gym Shower Rooms, and Utility Spaces

1. Properly cared for bath/toilet rooms, locker rooms and utility spaces shall have their flat surfaces dusted, and trash removed.

2. Wash basins, utility sinks, toilet bowls and seats, urinals, plumbing fixtures, air vents, mirrors and dispensers shall be cleaned and disinfected each time a cleaning service is provided.

3. Toilets and urinals shall be free from streaks, stains, scale, scum, urine deposits, rust stains, and odors. Wash basins and utility sinks shall be free from streaks, stains, scale, scum, rust stains, soap deposits and odor.

4. Wainscots, baseboards, stall partitions, doors and walls shall be free of all stains and spots.

5. Floors shall be swept, mopped, and disinfected during each service. Floor and wall areas within the immediate proximity of urinals and toilets bowls shall be cleaned and disinfected and kept odor free.

6. Bath enclosures, shower walls, including shower curtains and shower floors, shall be cleaned, and disinfected to remove all spots, streaks, and soap deposits each time a service is provided.

7. Plumbing pipes, fixtures, faucets, and metalwork shall be clean and bright, and free of dirt, dust, and deposits.

8. All dispensers (paper towels, toilet paper, toilet seat sleeves, hand soap, sanitizer, and sanitary napkin/tampon) shall be filled as required.

9. All floor drains shall be disinfected on a weekly basis.

F. Removal of Trash and Recycle Containers

1. To include the removal and disposal of trash from trash receptacles and recycling containers, as well as trash in boxes, bags or other items marked “trash” and placed next to trash containers or in hallways.

2. Also includes picking up trash from all exterior trash containers and removing cigarette butts from urns and maintaining clean urns with fresh sand.

3. The Contractor will comply with any current or future recycling program(s) established by the state, the county, the municipality.

4. The County will provide trash and recycling dumpsters in various locations on each location.

G. Entranceway Service and Sidewalks

1. Doors, door frames, door glass, door handles and plates shall be cleaned/or polished to present a clean appearance free from tarnish, streaks, stains, and hand marks.

2. All covered breezeways shall be treated as an exterior building surface and shall be cleaned in accordance.

H. Computer and Office Areas

1. Rooms, areas, and spaces containing electronic data processing equipment shall be vacuumed, damp wiped, damp mopped and/or surfaces washed as scheduled. No sweeping shall be allowed in these equipment rooms and associated spaces; dusting with cloths shall not be permitted. Cleaning of raised floors and concrete decks in these rooms shall be performed in such a manner that no liquids will seep through or penetrate the sub-floor cabling and ductwork.

2. The Contractor shall not move nor jar PC's, printers or any other piece of equipment used for data processing. Contractor shall exercise extreme caution when using water buckets in data processing areas, mounting them in dollies to prevent spillage. Contractor shall, without delay, report any spillage or other errors in the cleaning operation to the Escambia County representative.

3. The Contractor shall prohibit their employees from disturbing papers or any items on desks, opening desks or file drawers, using telephone or office equipment, or otherwise disturbing the day-to-day operations of the County.

I. Elevator Service

As part of the scheduled cleaning of floors and surfaces, the Contractor shall clean all interior surfaces and external doors of passenger and service elevators to maintain a clean appearance. Metal surfaces shall be properly cleaned and polished without fingerprints, deposits, or tarnish. This includes all elevator tracks.

J. Dusting

1. **Low Dusting** – After low dusting all dust, lint, litter and dry soil shall be removed from the horizontal surfaces of file cabinets and other types of office furniture and equipment, and from horizontal ledges, windowsills, handrails to a line 7' above floor level.

2. **High Dusting** – After high dusting all dust, lint, litter and dry soil shall be removed from all surfaces 7' above the top of the floor surface. Blinds, where installed, are included in high dusting, whether above or below the 7'.

3. **Other** – Clean off all spider webs on interior/exterior building surfaces and all stairwells.

K. Office/Conference Areas (Each Occurrence):

1. **Trash Receptacles** – Empty trash in designated areas, replace liners in the receptacle.
2. Sanitize telephone and telephone handsets.
3. Remove trash from behind doors and entrance ways.
4. Vacuum all carpeted areas.
5. Spot clean carpet (as spots appear).
6. Clean and dust all room furniture and fixtures.
7. Wash interior windows (as needed).
8. Dust all spaces (Do not move or rearrange papers on office desks or work surfaces).
9. Wipe and clean air diffusers, returns, and grilles associated with the building's heating, ventilating, and air conditioning systems.
10. Wipe and clean ceiling light-fixture covers (as needed).
11. Recycle Receptacles – Empty recyclables to designated areas.

L. Resilient Floor Area (Each Occurrence):

1. Sweep floors.
2. Dust mop marble, hardwood, and ceramic floors with dust treatment.
3. Damp mop vinyl tile or resilient floors with germicidal floor cleaner.
4. Spray buff vinyl tile or resilient flooring, as needed to maintain a high luster with no scuff marks.
5. Wall Baseboards – Clean and keep free of dust and wax build up.

M. Gymnasium Floor Area (Each Occurrence):

1. Dust mop flooring with appropriate dust treatment.
2. Damp mop flooring with appropriate cleaner.
3. Wall Baseboards – Clean and keep free of dust and dirt build up.

N. Carpet Floor Areas (Each Occurrence):

1. Vacuum <u>all</u> carpeted areas.
2. Spot clean carpet (as spots appear).
3. Wall Baseboards – Clean and keep free of dust build up.

O. Entrance and Common Areas (Each Occurrence):

1. Vacuum carpets and carpet runners.
2. Remove trash and replace trash receptacle liners.
3. Clean and sanitize all water fountains.
4. Clean restrooms (As per restroom cleaning requirements).

5. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.

6. Empty and wipe clean trash and cigarette butt receptacles at exterior entrances.

7. Wash exterior windows, store fronts, and doors at building entrances (inside and out).

8. Clean, sweep, and wash down exterior entrances up to 25 feet from doors.

P. Janitorial Storage Closets (Each Occurrence):

1. Mops rinsed clean after use and hung properly to air dry.

2. Room cleaned and equipment neatly stored.

3. Trash and combustible materials removed.

4. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.

5. Properly store all cleaning solvents and agents.

6. Ensure janitorial sink faucets and fill hoses are properly secured.

Q. Break Room and Kitchen Areas (Each Occurrence):

1. Empty trash receptacles and replace liners.

2. Clean counter tops, sinks, tables, and chairs with germicidal cleaner.

3. Wipe down countertop appliances (coffee machines, microwave ovens, etc.) with the manufacturer's approved cleaning product.

4. Wipe down refrigerator, stove, and dishwasher's exteriors with the manufacturer's approved cleaning product.

5. Recycling Receptacles – Empty all recyclables and deliver to designated dumpster/receptacle location.

6. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.

7. Scrub and maintain a brilliant shine on all stainless steel and chrome (sinks and plumbing fixtures).

R. Restrooms (Each Occurrence):

1. Empty trash receptacle and replace liner.

2. Clean and sanitize sinks/lavatories.

3. Clean and disinfect toilets/commodes.

4. Clean and disinfect urinals. Waterless urinals are to be cleaned in accordance with the manufacturer's recommended procedures.

5. Clean mirrors.

6. Spot clean walls and toilet partitions.

7. Dust tops of the partitions and other collectors.

8. Sweep and damp mop floors with germicidal cleaner.

9. Clean and sanitize infant changing stations.
10. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
11. Refill and maintain adequate levels of soap, paper towels, toilet paper, and toilet seat dispenser covers.
12. Clean and polish all chrome and bright work.
13. Sanitize floor drains.

S. Shower/Dressing Areas (Each Occurrence):

1. Empty trash receptacle and replace liner.
2. Clean and sanitize shower walls, floors, and curtains.
3. Dust tops of the partitions and other collectors.
4. Sweep and damp mop dressing area floors with germicidal cleaner.
5. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
6. Refill and maintain adequate levels of soap and paper towels.
7. Clean and polish all chrome and bright work.
8. Sanitize floor drains.
9. Clean mirrors.

T. Parking Garage (As required):

1. Trash Receptacles at each elevator landing– Empty trash in designated areas, sanitize and replace liner in the receptacle.
2. Sanitize elevator controls at each landing and inside of cab.
3. Remove trash from behind doors in stairwells.
4. Sweep stairwells from ground to roof level.
5. Spot mop stairwells (as spots appear).
6. Clean and polish interior of elevator cab.
7. Sweep and wash vinyl flooring inside of elevator cab.

U. Miscellaneous Duties (Each Occurrence):

1. Clean and sanitize water fountains. Scrub and maintain a brilliant shine on all stainless steel and chrome.
2. Sanitize and disinfect desk top telephones and telephone handsets.
3. Wipe and clean air diffusers, returns, and grilles associated with the building's Heating, Ventilating, and Air Conditioning Systems.
4. Recycle Receptacles – Empty Recyclables to designated areas.

V. Miscellaneous Duties (As Required):

1. Polish all wood furniture, i.e. chairs, tables, desks, cabinets, etc.

2. Clean and sanitize wall light switch plates.
3. Remove fingerprints and pen marks from walls, doors, partitions, etc.
4. Dust all picture frames.
5. Clean windowsills, and wipe down both the fire extinguishers and the emergency lights.
6. Check for and remove cobwebs.
7. Clean air diffusers, returns, and all grilles (wall/ceiling).
8. Area carpet shampooing is at the Owners discretion, and only when requested by Facilities Management. Custodial Vendor may submit a request to the County Representative if they determine an area needs shampooing for approval. No building occupant has the authority to request these services.
9. Stripping and waxing of floors are at the Owners discretion, and only when requested by Facilities Management. Custodial Vendor may submit a request to the County Representative if they determine an area needs stripping and waxing for approval. No building occupant has the authority to request these services.
10. A minimum of four coats of high-quality wax is to be applied in order to maintain a high luster and shine.

4-3 CUSTODIAL SCHEDULES

A. Offices

1.	Dust all horizontal surfaces	Daily
2.	Wash whiteboards/chalkboards, clean erasers & empty pencil sharpeners	Daily
3.	Clean desks and desk tablets	Daily
4.	Empty all trash containers	Daily
5.	Straighten desks and furniture	Daily
6.	Vacuum walk off mats	Daily
7.	Clean/sanitize water fountains	Daily
8.	Dry mop/spot mop all hard surface floors & vacuum/spot clean all carpeted floors	Daily
9.	Clean entrance glass	Daily
10.	Empty recycling containers/trays	Daily
11.	Wet mop hard surface floors entirely	Daily
12.	Spot clean walls/switch plates/doors	Weekly
13.	Clean windows/frames/ledges	Weekly
14.	Dust wall/ceiling air vents/ventilator covers	Weekly
15.	Empty all trash containers	Daily

	16.	Clean desks (do not disturb papers or items on desks)	Daily
	17.	Clean and sanitize telephones	Daily
	18.	Dry mop/spot mop all hard surface floors	Daily
	19.	Vacuum/spot clean all carpeted floors	Daily
	20.	Wet mop hard surface floors entirely	Daily
	21.	Empty recycling containers/tray	As Needed or Weekly
	22.	Clean windows/frames/ledges	Weekly
B.	**Common Areas including Breakrooms**		
	1.	Clean/sanitize water fountains	Daily
	2.	Clean entrance glass	Daily
	3.	Vacuum walk off mats	Daily
C.	**Building Areas**		
	1.	Empty outside trash receptacles	Daily
	2.	Sweep common areas/clean tables	Daily
	3.	Sweep stairwells/landings	Daily
	4.	Clean/sanitize water fountains	Daily
	5.	Clean entrance glass	Daily
	6.	Clean all handrails	Weekly
	7.	Clean/dust ledges, recesses, lights, etc.	Weekly
D.	**Restrooms/Gym Shower Rooms**		
	1.	Clean all dispensers	Daily
	2.	Clean all mirrors and glass	Daily
	3.	Clean and sanitize all fixtures	Daily
	4.	Clean and sanitize walls/partitions	Daily
	5.	Dust all horizontal surfaces/lockers	Daily
	6.	Empty waste and sanitary receptacles	Daily
	7.	Fill all dispensers	Daily
	8.	Flush with water and sanitize all floor drains	Daily
	9.	Mop restrooms/shower floors with germicidal	Daily
	10.	Replace poly liners	Daily
	11.	Sanitize doorknobs	Daily
	12.	Sanitize waste/sanitary receptacles	Daily
	13.	Scrub/clean shower walls with germicidal	Daily
	14.	Sweep/mop tile floors with germicidal	Daily
	15.	Wash face of lockers	Weekly

E. Miscellaneous and Project Work

1.	Extract carpet cleaning in high traffic/high soil areas	As Needed
2.	Spray buff hard surface floors	Quarterly
3.	Strip/seal/refinish hard surface floors	Quarterly
4.	Shampoo carpet/extract carpet cleaning	Quarterly
5.	Clean upholstered furniture	Semi -Annually
6.	Wash/clean all building interior light fixtures	Semi -Annually
7.	Spot clean carpeting for stain removal	As Needed
8.	Window cleaning services	Minimum 2 X year

4-4 SPECIAL INSTRUCTIONS FOR BUILDINGS

These buildings require special cleaning instructions, times, or other requirements:

A. Building #4, Big Lagoon Sheriff Sub Station:

1. Requires background check through the Escambia County Sheriff's Department
2. Must be cleaned during normal business hours

B. Building #27, Solid Waste – Operations Garage:

1. Clean microwave each day
2. Buff floors once per week

C. Building #28, Solid Waste – Scale House:

Clean microwave each day

D. Building #45, Escambia County Visitation:

1. Requires background check through the Escambia County Sheriff's Department.
2. Sheriff Training Area only: offices to be cleaned during normal business hours; hallways, stairs and elevators shall be cleaned after hours.

E. Building #79, M.C. Blanchard Judicial Building:

NOTE: NO ONE IS ALLWED IN THE BACK SECURED HALLWAYS IF COURT IS IN SESSION.

1. Requires background check through the Escambia County Court Administration.
2. Post-work cleaning is to take place between 1:00 PM to 9:30 PM.
   a. First Floor State Attorney's must be cleaned between 1:00 PM and 4:30 PM.
   b. First Floor Public Defenders area must be cleaned, disinfected, and sanitized again between 4:30 PM and 9:30 PM.
   c. Second Floor Clerk of Court's Administrative area shall be cleaned between 2:30 PM and 3:30 PM.

d. Second Floor Clerk of Court's MIS (I.T.) department must be cleaned between 1:00 PM and 4:30 PM.

e. Third Floor Security must be cleaned between 2:00 PM and 4:30 PM.

f. Fifth and Sixth Floor Judicial Suite and Court Admin Suite shall have one (1) designated employee and one (1) back-up employee assigned to clean this area.

g. Third, Fourth, Fifth, and Sixth Floor Court Administration and Jury rooms shall be cleaned after 5:00 PM, unless Court is still in session. There shall be no cleaning of an occupied Court Administration and/or Jury room.

h. Outside elevator must be cleaned and secured after all areas are done.

i. Cleaning times are subject to change.

3. Custodial coverage from 7:00 AM to 3:30 PM Monday through Friday.

   a. Turn on hallway lights for all floors (1-6)

   b. If there was late court the night before, clean and stock courtrooms. Additional details will be provided to the awarded firm.

   c. Check the front lobby for debris and wipe down counters and windows.

4. State Attorney's Area: Beginning by 8:30 AM, clean all restrooms and breakrooms, clean and disinfect the front lobby seating area, and remove recycling.

5. Public Defender's Area: Beginning by 9:30 AM, clean all restrooms and breakrooms, clean and disinfect the front lobby seating area, and remove recycling.

6. Clerk of the Court Administration office 2nd floor must be completed by 4:30pm daily.

7. Court Security Monitoring Room 3rd floor must be completed by 4:30pm daily.

8. Day Porter, throughout the day shall:

   a. Clean and disinfect first floor main entrance areas, both front and back.

   b. Check, re-check, clean, and disinfect all public restrooms.

   c. Check, re-check, clean, and disinfect all public hallways

   d. Clean and sanitize all touch areas throughout all floors.

F. <u>Building #80, Juvenile Justice Center (JJC):</u>

1. Requires background check through the Escambia County Court Administration

2. Must be cleaned during normal business hours (except Detention area, see below):

a. JJC: Clerk of the Courts & State Attorney areas must be cleaned before their employees leave for the day.

b. JJC: Detention Center area only must be cleaned after 9PM.

c. JJC: Assessment Center area must be escorted by corrections staff.

G. Building #113, Sheriff Administration Building:

Requires background check through the Escambia County Sheriff's Department Offices to be cleaned during normal business hours; hallways, stairs and elevators shall be cleaned after hours.

H. Building #119, Sheriff Investigation & Receiving Warehouse:

1. Requires background check through the Escambia County Sheriff's Department
2. Must be cleaned during normal business hours

I. Building #121, Ensley Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

J. Building #124, Molino Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

K. Building #139, Pensacola Beach Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

L. Building #130, Community Probation:

1. Requires background check
2. Must be cleaned during normal business hours
3. Restroom must be cleaned with corrections staff present

M. Building #182, Walnut Hill Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

N. Building #219, Marcus Pointe Tax Collector:

Public restrooms to be cleaned twice per day

O. Building #251, Solid Waste – Hazardous House Waste:

1. Clean microwave each day
2. Buff floors once per week

P. Building #258, Government Complex Parking Garage:

Includes 2 stairwells, elevator, and trash receptacles on each level

Q. Building #272, Sheriff Maintenance Garage:

1. Requires background check through the Escambia County Sheriff's Department
2. Must be cleaned during normal business hours

R. Building #303, Warrington Sheriff Sub Station:

Requires background check through the Escambia County Sheriff's Department

S. ECAT Building:

Cleaning to start at 12:00 PM daily with concentration on restrooms and public areas at the beginning of the shift.

4-5 ADDITIONAL PROVISIONS

All employees assigned by Contractor to perform the work under the resulting contract shall be physically able to do their assigned work, and shall be free from communicable diseases. It shall be the contractor's responsibility to ensure all employees meet the physical standards needed to perform the work assigned. All personnel employed by contractor shall be trained and qualified in their assigned type of work.

A. CONTRACTOR REQUIREMENTS

1. Contractor will require all employees to report for duty in County-approved uniforms with the Company logo and approved photo ID badges while on County Property.
2. All contractor vehicles shall be clearly identified as belonging to the contractor and shall clearly display a parking decal where required.
3. Prohibit employees from disturbing papers on desk (must dust/clean around items on desk), opening desk drawers and cabinets, or using the telephones, computers, or office equipment provided for County use.
4. Require employees to comply with instructions pertaining to conduct and building rules and regulations.
5. Ensure employees do not have access to buildings or County property unless on official duty.
6. Conduct a national criminal background check on all prospective employees before hire for the County premises. The contractor will reject any person whose criminal background demonstrates he/she failed to report criminal convictions accurately on the contractor's employment application form. Any person having a conviction for a felony involving theft, burglary, embezzlement, violence, or moral turpitude under the laws of Florida or any other state, within the 10 years immediately preceding the date of his/her employment will be forbidden to be employed by the contractor for County. All provision of Chapter 435 F.S. must be followed.

   Once the firm's background check is complete, any of the firm's employees being asked to work in a secure location are required to have a County-provided background check.
7. Ensure all applicable employment laws are followed.
8. Provide adequate supervision of employees to ensure complete and satisfactory performance of all work in accordance with the resulting contract. When work is performed, supervision should be onsite and available at all times. Supervision shall be fully and adequately trained, with experience in cleaning supervision, sufficient in scope to meet the approval of County's representative. Supervision shall be responsible for hiring, training, equipping, directing, discharging, and issuing uniforms for all

custodial services personnel. Supervision shall also be responsible for monitoring the work order management software or email to ensure work orders are completed in a timely manner.

9. Provide, for approval by the County, a chain of command for management and supervision for all contractor staff at each location. The contract shall provide County's representative written list of all key employees and should update upon changes.

10. Report all stopped drains, broken fixtures, glass, burnt out lights, and other facilities maintenance needs to the County representative on the established computerized maintenance request.

11. Notify the County of any observed irregularities (i.e., defective plumbing, unlocked doors, lights left on, etc.) The Contractor shall be responsible for turning off all lights when not needed for the cleaning that room, and all lights are to be turned off at the end of the shift. The Contractor shall provide a quality assurance review report and meet with the County representative monthly or as requested to discuss service quality assurance reviews report. These meetings shall be held at a mutually agreeable time.

12. Take all steps necessary to protect the public and nearby property from damage during custodial activities. Any damages to the County property as a result of the vendor must be remedied by the awarded vendor.

13. Ensure all doors are to remain shut and then locked after cleaning.

14. Ensure all keys shall be maintained in accordance with the County key procedure. Any lost keys will be paid for by the contractor. Any rekeying of buildings necessitated by keys being lost by contractor will be paid for by contractor.

15. Schedule sufficient staff at no extra charge for County special events which shall include but not be limited to cleaning as may be required from time to time. The County will notify the Contractor at least twenty-four (24) hours prior to requirement.

16. Maintain a Material Data Safety Sheet (MSDS) file on all chemical and cleaning agents used in the performance of this contract. A copy of MSDS's shall be provided to the Facilities Management Branch prior to its use. Green products are highly encouraged to be used for the appropriate applications.

17. Responsible for lost or stolen keys and security proximity cards issued to them. They may be financially responsible for reimbursement to the County for the replacement of any keys, cards, or locks due to the loss or theft. The Contractor shall maintain a key log of all of its locations and their employees that have been issued keys and cards to County buildings. Facilities Management may request a copy of the key log at their discretion. Key Boxes may be utilized in specific buildings to insure key control.

18. Willing to make accommodations to clean sensitive areas at specific days and times if requested by the building occupants. This may require being escorted and/or providing the services during the occupant's normal business hours.

19. The Contractor shall be made available to clean the Board of County Commissioners chambers and surrounding areas after all scheduled meetings.

20. In the event that the County requests additional project assistance or special services outside the scope of this contract, the Contractor shall provide such extra labor on an hourly rate basis, not including materials. All such work shall be performed outside of, and exclusive of, the normal scope of scheduled services.

B. COST INCREASES

Any annual cost increase request must be submitted to the Director of Facilities Management by February 1st for the following annual term. The increase will only be granted under the following conditions, an increase in the CPI measured as the annual rate for the previous 12 months, regionally adjusted and an increase to minimum wage. These factors will be reviewed independently and will not be submitted as a combined % requested increase. A percent increase in CPI shall only be requested on the non-labor portion of the contract. For a request due to minimum wage increase, the contractor must supply documentation of the employee wages and outline which employees will be affected by the minimum wage increase.

C. ADDITIONS/DELETIONS

The County reserves the right to add or decrease buildings and square footage under the same terms, specifications, and conditions of this contract. The rates for the new areas will be quoted by the Contractor for County approval and shall be based on the cost per square foot as bid for the same or similar building. This includes when there is an increase or decrease to the number of cleaning days.

D. COMPLAINTS

Customer complaint records will be maintained by the County representative(s). For each customer complaint, the County representative shall document the incident and report it immediately to the Contractor. The County representative will then investigate the complaint, accompanied by the Contractor's representative, if the Contractor desires. If the complaint is found to be legitimate, it will be labeled as a "valid complaint." For every one "valid complaint" documented for the month, one-tenth percent (1/10%) of the monthly invoice amount will be deducted from the Contractor's payment for that same month as a penalty. For example, if twenty (20) complaints are found to be "valid complaints" during that same month, then a total of two percent (2%) will be deducted from the Contractor's payment for that month resulting from customer complaints. Leaving doors unlocked and not arming or disarming alarms systems properly that results in a false alarm is an example of a valid complaint. Any costs assessed to the County for excessive false alarm responses by local law enforcement agencies attributable to failed performance will be the financial obligation of the Contractor. Not having soap in the dispensers is another example of a valid complaint.

4-6 SUPPLIES, CHEMICALS, AND EQUIPMENT

The Contractor shall furnish and maintain all the necessary equipment, cleaning chemicals and supplies required for proper maintenance as described in these specifications and to meet all local fire codes for storage of cleaning agents and solvents. The County is not

responsible for any repairs, maintenance, or replacement of inoperable equipment. The contractor shall be responsible for any replacement equipment required.

The Contractor will provide with his/her proposal a list of the chemicals and supplies that will be used to perform the work under this contract. OSHA Material Safety Data Sheets (MSDS) are required for all chemicals and cleaning products and shall be supplied to the County at the time of product introduction. In addition, all MSDS shall be maintained on-site and updated on a quarterly basis. The County shall be notified in writing each quarter ten (10) business days prior to updates and one (1) full copy of the most current MSDS shall be furnished to the County.

The Contractor will display the MSDS sheets, in English and Spanish, in each custodial closet where the cleaning products are stored. All bottles are to be labeled properly listing all ingredients. The Contractor is responsible for training its employees on how to read the MSDS and to follow instructions for both use of product and responding to a spill or ingestion of product. The Custodial Manager or designee will conduct periodic inspections of cleaning supply cabinets and MSDS books to ensure cleanliness, proper labeling of chemicals, documentation of supplies stored on County property, and compliance.

The Contractor will identify their efforts in the green cleaning movement. Green cleaning is a widely accepted movement that uses procedures and products that consider the health of the building occupants, custodians, and the environment.

The following minimum supplies, chemicals and equipment shall be provided/supplied by the Contractor (NOTE: The County reserves the right to approve all supplies, chemicals and equipment used at the County facilities prior to their use).

Soap for dispensers	Anti-Bacterial Hand sanitizer for dispensers
Toilet tissue (2-ply)	Roll towels and Multi-fold towels
Sanitary toilet cover sleeves	Plastic trash liners (inside/outside receptacles)

Contractor will replace all broken dispensers as needed and provide additional dispensers when determined necessary.

Escambia County focuses on providing safe, effective, and environmentally friendly products in all of their buildings. Green seal certified products are highly encouraged when deemed appropriate and effective for the task.

Vacuum cleaners shall be required to have a HEPA filtration system.

All disinfectant agents and chemicals used by the contractor in the cleaning process shall be bactericidal, fungicidal, viricidal and tuberculocidal, in accordance with appropriate laws & guidelines. Green seal certified products are highly encouraged to be used for the appropriate applications.

All carpet shampooing and stripping and waxing of floors will be performed after hours, on weekends or holidays, unless other specific arrangements have been approved by Facilities Management. This additional work will be invoiced separately and written authorization by Facilities Management will accompany the invoice for payment. No additional work shall be performed without prior written authorization.

It is the responsibility of the Contractor to ensure that all cleaning products are compatible and appropriate for the surfaces to be cleaned. The Contractor will be held responsible for the repair or replacement of any surfaces or items found to be damaged by the improper use of any product it provides.

4-7 SAFETY REQUIREMENTS

All work procedures, materials and supplies and all equipment provided to each employee must meet all Occupational Safety and Health Administration (OSHA) and American National Standards Institute (ANSI) standards. The Contractor shall be responsible for annual safety training for employees in Florida's Right to Know, OSHA Blood borne Pathogens and Center for Disease Control (CDC) Blood borne Pathogens information, and Environmental Protection Agency (EPA) hazardous waste disposal training. Proof of training will be provided to the County.

All equipment used by the Contractor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on County property. Vacuum cleaners must be HEPA filtered at 99.97% efficient at 0.3 microns. All electrical equipment will be properly grounded. No internal combustion driven equipment or propane floor machines will be approved for use in County facilities. All employees will wear proper personal protective equipment while working on County property.

The Contractor shall not permit placing or use of mops, brooms, or equipment in traffic lanes or other locations in such a manner as to create safety hazards, and shall provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. The Contractor's employees shall be required to interrupt their work at any time to allow passage of personnel.

4-8 INSPECTION CRITERIA

Inspection records will be maintained by the County representative(s).

Rooms/areas and exterior areas will be selected by and inspected each month.

The Counties representative(s) will evaluate restrooms/gym rooms as "acceptable" or "unacceptable" using the following criteria:

A. Presence of adequate two (2) ply toilet paper, paper towels, sanitary toilet sleeves, soap, and/or anti-bacterial hand sanitizer.

B. Absence of soil, stains, and rust on toilet room fixtures, drains, traps, faucets, soap and paper dispensers, stalls, mirrors, ledges and drinking fountains

C. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture, and equipment

D. Absence of litter and trash on floor and horizontal surfaces of equipment

E. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.

F. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around fixture and equipment bases

G. Absence of soil, litter, dust, and encrustation in trash containers

H. Absence of soil and dust on window blinds, shades, sills, frames, and ledges

I. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings

J. Absence of soil, litter, dust and spots from all mats and floors

K. Absence of streaks, spots, stains from all bright work, where appropriate - All bright

works shall be polished dry to a high sheen

L. All other contract provisions.

If item #1 is found to be unacceptable, the restroom will be deemed “unacceptable.” If a total of four (4) of the other items are found unacceptable the restroom will be deemed “unacceptable.” If two (2) or more of the same items are found unacceptable in more than half of the rooms inspected in one month, a sustenance problem will be deemed to exist. This condition will require the Contractor to determine the cause and take corrective measures.

The County representative(s) will evaluate non-restrooms as “acceptable” or “unacceptable” using the following criteria:

A. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture, HVAC vents and equipment

B. Absence of litter and trash on floor and horizontal surfaces of equipment

C. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.

D. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around furniture and equipment legs and bases

E. Absence of soil and stains on fixtures, drains, traps, faucets, soap and paper dispensers, mirrors, ledges and drinking fountains

F. Absence of dust, spots, soil build-up and encrustation on furniture and equipment surfaces and legs

G. Absence of dust, lint, and litter on upholstered furniture

H. Absence of soil, litter, dust and encrustation in ash trays, urns, wastebaskets, and trash containers - Trashcan liners shall be new and urn sand in good condition

I. Absence of marks, spots, stains and streaks on interior and exterior entrance doors and all glass windows

J. Absence of soil and dust on window blinds, shades, sills, frames, and ledges

K. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings

L. Absence of soil, litter, dust and spots from all carpets, mats, and floors

M. Absence of streaks, spots, stains from all bright work and stainless steel, where appropriate - All bright work shall be polished dry to a high sheen

N. Empty or nearly empty trashcans and pencil sharpeners (depending on time of day)

O. Absence of interior walk-off mats by all entrance/exit doors.

If a total of five (5) items are found to be unacceptable, the non-restroom will be deemed “unacceptable.” If two (2) or more of the same items are found unacceptable in more than half of the rooms inspected in one month, a sustenance problem will be deemed to exist. This condition will require the Contractor to determine the cause and take corrective measures.

For every one (1) “unacceptable” room rating in a month, one percent (1%) of the monthly invoice amount will be deducted from the Contractor’s payment for that same month as a penalty. For example, if ten (10) rooms are found to be “unacceptable” in one month, then ten percent (10%) of the monthly invoice amount will be deducted from the Contractor’s payment for that month resulting from “unacceptable” room ratings.

All unacceptable rooms will be re-inspected for compliance. A repeat “unacceptable” rating will cause an additional one percent (1%) to be deducted from that month’s payment.

Escambia County Clerk's Original

8/16/2018 #9

RESOLUTION NUMBER R2018- 87

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING SUPPORT FOR DIVERSITY IN THE COUNTY'S PROCUREMENTS AND ENCOURAGING EQUAL OPPORTUNITY FOR SMALL, MINORITY, WOMEN, AND SERVICE-DISABLED VETERAN OWNED BUSINESSES IN ESCAMBIA COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to the most recent census data, the population of Escambia County by race consisted of the following demographics: African American-23%, American Indian-1%, Asian-3%, Hispanic-5%, and White-68%; and

WHEREAS, Escambia County enthusiastically supports diversity in the County's public procurement of goods and services which reflects the demographics of the community; and

WHEREAS, through its procurements program, Escambia County is committed to providing equal opportunities and promoting increased participation of local small, minority, women, and service-disabled veteran owned businesses in Escambia County; and

WHEREAS, pursuant to this policy, Escambia County encourages all vendors, contractors, and subcontractors providing goods or services for the County to promote diversity and provide equal opportunities for such businesses in Escambia County.

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

Section 1. The Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

Section 2. The Escambia County Board of County Commissioners hereby expresses its support for diversity in the County's public procurement of goods and services which reflects the demographics of the community.

Section 3. The Board hereby encourages all vendors, contractors and subcontractors providing goods or services for the County to promote diversity and provide equal opportunities for the participation of local small, minority, women, and service-disabled veteran owned businesses in Escambia County.

Section 4. This resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this 16th day of August, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

SEAL

Approved as to form and legal sufficiency.
By/Title:
Date: 8/10/18

Date: 8/28/2018 Verified By:

Sec. 46-110. - Local preference in bidding.

(a) *Legislative intent.* The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the county's overall tax base.

(b) *"Local business" defined.*

Local business. For purposes of this section, "local business" shall mean a business which meets all of the following criteria:

(1) Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one year immediately prior to the issuance of the request for competitive bids by the county. The fixed office or distribution point must be staffed by at least one employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address;

(2) Holds any business license required by Escambia County or Santa Rosa County; and

(3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

(c) *Certification.* Any vendor claiming to be a local business as defined above shall so certify in writing to the office of purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

(d) *Preference in purchase of commodities and services by means of competitive bid.* Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e., sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated community redevelopment area (CRA) is within seven percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within three percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

(e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) *Limitations.*

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

(4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

(h) *Penalties.*

(1) *Misrepresentation.* A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the county will lose the privilege to claim local preference status for a period of up to one year from the date of the award of the contract or upon completion of the contract whichever is greater. The county administrator, in his discretion, may also recommend that the firm be referred for suspension of eligibility to claim the privilege of local preference.

(2) *Failure to maintain local business preference qualifications.* Any vendor that does not maintain its local

preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

(3) *Lack of good faith.* The contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the county determines that the contractor or firm did not act in good faith, all amounts paid to the contractor or firm under the county contract intended for expenditure with the local business shall be forfeited and recoverable by the county. In addition, the contract may be rescinded and the county may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

(Ord. No. 2013-43, § 2, 9-16-2013; Ord. No. 2016-9, § 2, 1-21-2016)

Sec. 46-111. - Small business enterprise program.

(a) *Purpose and intent of section.* The purpose and intent of this section is to provide the maximum opportunity for increased participation of qualified small businesses in the county's procurement system.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Commercially useful business function means adding value to the goods and services supplied under a contract. A small business is considered to perform a commercially useful business function when it is responsible for execution of a distinct element of work of a contract or transaction and carrying out its responsibilities by actually performing, managing and supervising the work performed. Businesses who merely act as a conduit do not perform a commercially useful business function and will not be eligible for certification as a SBE. In determining whether a business performs a commercially useful business function, consideration will include, but not be limited to, whether the business adds a value to the product or service provided; whether the business has a distributorship agreement with the manufacturer of goods supplied; whether the business takes possession of the product or service provided; whether the business warrants the product or service provided; whether the business maintains sufficient storage space to keep the product in inventory; whether the business maintains sufficient inventory to meet the requirements of its contracts; whether the business provides the product or service to the public or other business other than a governmental agency.

SBE means a small business enterprise certified by Escambia County.

(c) *Scope.* Unless otherwise prohibited by federal or state law, this chapter shall apply to the solicitation of all goods, services and construction by the county which are governed by the county purchasing code. Whenever possible, the county shall utilize a solicitation process which encourages SBE participation even on those items which are exempted from the requirements of the purchasing code.

(d) *SBE program goals.*

Annual goal: The cumulative annual SBE goal shall be up to 15 percent of the total annual expenditures for operating and capital costs for the current fiscal year as calculated in accordance with county SBE program policies and procedures. The cumulative annual SBE goal may be adjusted annually by the board of county commissioners.

(e) *Certification.*

(1) *Requirements.* For the purposes of this section, the following certification requirements shall govern:

a. The business must currently perform a commercially useful business function;

b. The business must be a local business as defined in section 46-110;

c. The business must be an independently owned and operated, for-profit entity;

d. The business may employ ten or fewer full time employees; and

e. The business may have a net worth of not more than $1,000,000.00.

(2) *Application procedure.* All applicants wishing to be considered as certified businesses for the benefits of the SBE program must complete the small business self certification form which can be obtained through the office of purchasing. This is a self-certification process and shall require a signed affidavit attesting to the accuracy of the data provided on the form.

(3) The purchasing department shall accept SBEs for use by the county in its purchasing and procurement process based upon the eligibility requirements provided herein. The purchasing department shall maintain an up-to-date electronic list of SBEs, and encourage the use of this list by all departments in their procurement activities.

(4) Any change of ownership or circumstances that may affect certification eligibility of an SBE must be reported to the purchasing department within 30 days of the change taking place. In the event of a change, the current owner is responsible for fulfilling this reporting requirement prior to seeking business with the county.

(5) *Recertification.* Certified SBEs are required to submit an affidavit of their continued eligibility as a SBE every year. If there has been a change in operation, ownership, control, activities, domicile or gross receipts, the SBE must identify such change on their application for recertification. A company that fails to submit its affidavit of continued eligibility will no longer be deemed certified for purposes of participation in the small business program.

(6) *Decertification.* If during any period of certification, the county has reason to believe that the SBE was not properly certified or that there has been a substantial change of ownership or circumstances that may affect certification eligibility then the county administrator may conduct an investigation and decertify an SBE if the investigation indicates that continued certification would be contrary to the county's SBE program requirements. The county administrator shall notify the SBE by certified mail that it has been decertified. Any business that is decertified may not be recertified for one year from the date of decertification.

(7) *Appeal of decertification.* Any business that believes it was wrongfully denied certification may submit a written request with the office of purchasing to appeal the decertification. The appeal shall be filed within 20 days of receipt of the notice of decertification. The request for appeal shall state with particularity the reasons why the business believes the denial was erroneous.

(8) *Hearing on appeal of decertification.* If an appeal is requested, an administrative review will be conducted by the county administrator, or designee, within 45 days of receipt of the notice of appeal. Upon review, the county administrator, or designee shall take one of the following actions:

a. *Grant the appeal.* If a determination is made that decertification was contrary to county's SBE program requirements, the appeal shall be granted and the business recertified;

b. *Deny the appeal.* If a determination is made that certification would be contrary to the county's SBE program requirements, the appeal shall be denied and the applicant may request that the matter be referred to a special master for further proceedings in accordance with subsections 46-102(4)—(7); or

c. *Refer the appeal to a special master.* If no administrative determination is made, the matter may be referred to a special master for further proceedings in accordance with subsections 46-102(4)—(7).

(f) *False representation.*

(1) It is unlawful for any individual or entity to knowingly submit false information in order to qualify for SBE certification.

(2) Any contractor that falsely represents to the county that it is an SBE, or knowingly submits false information or represents that it will use the services or commodities of an SBE and subsequently does not, shall be deemed in breach of contract. Upon a determination that a breach has occurred, all payments under the contract or

any other arrangement shall be immediately suspended. The contractor may show that it attempted in good faith to comply with the terms of the contract but was unable to comply. If the county determines that the contractor did not act in good faith, all amounts paid to the contractor under the county contract or agreement intended for expenditure with the SBE shall be forfeited and recoverable by the county. In addition, the contract or agreement may be rescinded and the department or division may return all unused goods received and recover all amounts paid under the contract.

(3) Any contractor or affiliate determined to have falsely represented that it or a subcontractor is an SBE, or determined to have not acted in good faith to fulfill the terms of a contract calling for it to use the services or commodities of an SBE, will be considered under the county's suspension and debarment policy.

(g) *Reservation of contracts.*

(1) Unless otherwise prohibited by federal or state law, the county may reserve contracts to be awarded only to SBEs. The county may review all of its needs and requirements in each fiscal year and the board of county commissioners may determine which contracts may be reserved for bidding only by SBEs. This reservation may only be used when it is determined, before dissemination of the request for proposals or invitation to bid, that there are capable, qualified, SBEs available who are interested and willing to bid on these contracts in order to provide for effective competition. Once a decision has been made to reserve a contract, the county shall estimate what it expects the dollar amount of the contract to be based on the nature of the contract and its value under prevailing market conditions. If all the bids received are over this estimate, the county may reject the bids and open the bidding to all vendors and contractors. Before contracts can be reserved for bidding only by SBEs, the board of county commissioners must determine that such a reservation is in the best interest of the county.

(2) Unless otherwise prohibited by federal or state law, the county may reserve any construction contract for competitive bidding for contractors who agree to utilize SBEs as subcontractors or subvendors. The percentage of funds which must be expended with SBE subcontractors shall be determined by the county before the contract is reserved. In order to bid on a construction contract so reserved, the contractor shall identify those SBEs that will be utilized as subcontractors or subvendors. Once a decision has been made to reserve a contract, but before bids are requested, the county shall estimate what it expects the amount of the contract to be based on the nature of the contract involved and its value under prevailing market conditions. If all the bids received are over this estimate, the county may reject the bids and open the bidding to all vendors and contractors. It is the express responsibility of the contractor to verify that all SBEs that will be utilized as subcontractors or subvendors are currently certified by the county.

(h) *SBE preference.*

(1) The county may award a bid preference on any single bid, as provided in section 46-110, to a certified SBE.

(2) SBE preference does not apply to contracts that are reserved in accordance with this section. Preferences as provided in this chapter may not be combined. Only one preference may be awarded on any single solicitation to any certified SBE or contractor. Any SBE bid preference awarded pursuant to this section shall take priority over any local business bid preference that may apply to any single solicitation.

(i) *Responsiveness of bids—good faith efforts.*

(1) Every competitive bid, if not submitted by a SBE, must demonstrate good faith efforts to utilize SBEs as subcontractors or subvendors.

(2) The county may consider written documentation submitted with the bid package in determining whether a contractor has made one or more good faith efforts including, but not limited to:

a. Whether the contractor attended any presolicitation or prebid meeting that was scheduled by the county to inform SBEs of contracting and subcontracting opportunities;

b. Whether the contractor advertised in a general circulation, trade association, and/or SBE focus media

concerning the subcontracting opportunities;

c. Whether the contractor provided written notice to a reasonable number of SBEs that their interest in the contract was being solicited in sufficient time to allow the SBE to participate effectively;

d. Whether the contractor followed up initial solicitations of interest by contacting SBEs to determine whether a SBE is interested;

e. Whether the contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the SBE goals of the county, including, where possible, breaking down contracts into economically feasible units to facilitate SBE participation;

f. Whether the contractor negotiated in good faith with interested SBEs, not rejecting SBE as unqualified without sound reasons based on investigation of their capabilities;

g. Whether the contractor made efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance required by the county and/or the contractor; and

h. Whether the contractor effectively used the services of available small business community organizations; small business contractors' groups; local, state, and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of small businesses.

(3) The county may waive the good faith requirement for procurement where sub-contracting is not applicable or in order to ensure adequate competition.

(j) *SBE assistance program.*

(1) The SBE assistance program is established within the office of purchasing and will report all recommendations and activities associated with the SBE program directly to the county administrator. This program will assist and encourage SBEs to participate in the county solicitation process.

(2) In addition, the purchasing department, in conjunction with the county administrator, shall:

a. Review and comment on any changes to a county policy, rule or regulation relating to SBE procurement;

b. Receive, compile and disseminate information on procurement opportunities, availability of SBEs and available technical assistance;

c. Refer all information on any business suspected of misrepresenting its SBE status to the county administrator's office;

d. Maintain a central list of certified SBEs and provide it upon request; and

e. Host, not less than annually, a workshop to assist small businesses located in Escambia County to obtain SBE certification and to do business with the county.

(k) *Implementation of policy.* In order to systematically augment a viable SBE component within the county's purchasing and procurement system, the purchasing manager shall be delegated the following powers and duties to fulfill their responsibilities and functions:

(1) Establish and compile a system of coordinated, uniform procurement policies, procedures, and practices supporting the SBE program.

(2) Encourage the use of SBEs in county contracting and procurement for goods, services and construction that may be provided or performed by SBEs and strive to achieve the stated SBE annual program goal.

(3) Manage and maintain the information system or other automated interface with the county's finance system to record and measure the use of SBEs in county contracting. This system shall maintain information and statistics on SBE participation, in order to analyze the progress of the SBE program.

(4) Provide an annual written report to the county administrator detailing disbursements made to SBEs for goods, services and construction.

(Ord. No. 2013-52, § 2, 12-5-2013; Ord. No. 2014-29, § 1, 7-24-2014)

Sec. 46-112. - Participation of minority and women business enterprises.

(a) *Policy statement.* The county is committed to providing equal opportunities to minority and women business enterprises and strives to improve the opportunities and participation of such businesses in the public procurement of goods and services by the county. Pursuant to this policy, the county shall hereby establish procedures to encourage the participation of minority and women owned businesses in the public procurement of goods and services by the county. Nothing in this section shall be construed to provide for or require any preference or set-aside based on gender, race, or national origin.

(b) *Definitions.* For the purpose of this section, the following terms shall have the following meanings:

Minority shall mean any of the following groups:

(1) African American persons having origins in any of the black racial groups in Africa;

(2) Hispanic American persons of Spanish or Portuguese culture with origins in Mexico, South America, Central America, or the Caribbean, regardless of race;

(3) Native American persons including those residing in the U.S. or its territories, who are descendants of any Indian tribe with origins in the North and South American continents and other islands or lands to include the countries of the U.S., Canada, and Mexico;

(4) Asian American persons having origins in any of the original peoples of the Far East, Southeast Asia, Indian Subcontinent, or Pacific Islands.

Minority business enterprise (MBE) shall mean any business which is at least 51 percent owned and operated by minority members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by minority members.

Women business enterprise (WBE) shall mean any business which is at least 51 percent owned and operated by women members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by women members.

(c) *Certification.*

(1) *Requirements.* For the purpose of this section, the following certification requirements shall govern:

a. The business is a MBE and/or WBE as defined in this section.

b. The business meets the requirements provided in section 46-111(e)(1).

c. The business is legally structured as required by Florida law and, if applicable, in good standing with the Florida Secretary of State.

(2) *Procedure.* All applicants wishing to be considered as certified MBE/WBE(s) must complete a small business enterprise program certification application form which may be obtained through the office of purchasing. This is a self-certification process and shall require a signed affidavit attesting to the accuracy of the data provided on the form. Proof of current certification as a minority and/or women business enterprise by the Florida Office of Supplier Diversity may be accepted in lieu of other supporting documentation. Certified M/WBEs shall submit an affidavit of continued eligibility on an annual basis.

(d) *Implementation.* In an effort to implement this policy, the county may undertake the following measures:

(1) Designate the purchasing manager to administer this policy.

(2) Maintain a central list of certified M/WBEs.

(3) Manage and maintain the information system or other automated interface with the county's finance system to record and measure the use of M/WBEs in county procurements.

(4) Utilize outreach programs to identify and educate M/WBEs about the county's procurement process.

(Ord. No. 2016-8, § 2, 1-21-2016)

Paul R. Nobles/Purchasing Manager
Office of Purchasing

August 31, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.092 Re-Solicit Custodial Services for Various County Facilities

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 1 provides for information related to the current vendor.

The current vendor is American Facilities Services, and has been since October 2011. This solicitation is being issued because the current agreement has expired, and the County is required to solicit competitive bids. Additionally, the previous agreement did not allow for multiple vendors to be awarded as the current solicitation offers.

The Bid Tabulations from two previous solicitations have been attached, however, the Scope of Work from previous solicitations is not at all comparable to the current Scope of Work being requested. Firms are strongly encouraged to not utilize past pricing to determine current or future bids.

Per Florida Statute 119.071(b)(3), bids from the most recent solicitation, PD 19-20.065, will not be available until after the current solicitation is awarded or 12 months have passed from the rejection of bids, which occurred on August, 17, 2020, whichever comes first.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Custodial Services for Various County Buildings BID # PD 16-17.064**								
Bid Opening Time: 2:00 PM CDT Bid Opening Date: 08/04/2017 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
3H Service System, Inc.	n/a	Y	n/a	Y	Y	Y	Y	Y	$812,292.00
American Facility Services, Inc	n/a	Y	n/a	Y	Y	Y	Y	Y	$790,512.00
Enmon Enterprises, LLC dba Jani-King of Pensacola	n/a	Y	n/a	Y	Y	Y	Y	Y	$779,353.32
Service Management Systems, Inc.	n/a	Y	n/a	Y	Y	Y	Y	Y	$775,404.00
BIDS OPENED BY:	Emily Weddington, Purchasing Specialist					Date: 08/04/2017			
BIDS TABULATED BY:	Emily Weddington, Purchasing Specialist					Date: 08/07/2017			
BIDS WITNESSED BY:	Paul Nobles, Purchasing Manager					Date: 08/04/2017			

UNDER REVIEW

CAR DATE **BOCC DATE**

The Purchasing Chief/Designee recommends to the BCC: To award a contract to

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Notes:

Extension error of $4 on Service Management Systems, Inc annual total.

Posted @ 3:30 PM CDT 08/07/2017

EDW

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:**	PD 17-18.014								
	Solicitation Name:	Resolicit Custodial Services for Various County Buildings								
Bid Opening Time:	2:00 p.m., CST									
Bid Opening Date:	1/4/2018									
Bid Opening Location:	Rm 11.407									
Name of Bidder(s)		Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes		Total for Various County Buildings
3H Services System, Inc		Yes	Bond	Yes	Yes	Yes	Yes	Yes		$767,748.00
American Facility Services, Inc		Yes	Bond	Yes	Yes	Yes	Yes	Yes		$858,228.00
CER Signature Cleaning, Inc		See below	Check	Yes	Yes	Yes	Yes	Yes		Non-Responsive
Performance Property Servicing, Inc		Yes	Check	Yes	Yes	Yes	Yes	Yes		$930,000.00
Service Management Systems, Inc		See below	Bond	Yes	Yes	Yes	Yes	Yes		Non-Responsive
Bids Opened By:	Emily D. Weddington, Purchasing Specialist				**Date:**	1/4/2018	**Status:**			
Bids Tabulated By:	Emily D. Weddington, Purchasing Specialist				**Date:**	1/9/2018	UNDER REVIEW			
Bids Witnessed By:	Paul R. Nobles, Purchasing Manager				**Date:**	1/4/2018	**CAR Date:**		**BOCC Date:**	

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes: CER Signature Cleaning, Inc. and Service Management Systems, Inc. did not submit their bids on the Revised Bid Form provided in Addendum #1. Because their bids were not based on the revised bid form it did not include pricing for Emergency Service Call Cost - 2 hr. Response Time Based on 1 hour on site, thus we are incapable of evaluating their bid, additionally CER Signature Cleaning, Inc. did not complete the unit pricing portion of the bid forms (monthly/yearly totals).

Posted: 4:00 p.m., CST on 1/9/2018

Form Completed By: EDW edw

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 1, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 19-20.092 Re-Solicit Custodial Services for Various County Facilities

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 2 provides for information related to questions and answers shown on the following page.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Q1. Can the vendors show the toiletry pricing separately from the service price shown in the proposal?

A1. For the purposes of this solicitation, we ask that the pricing provided in the proposal be an "all inclusive" price that covers everything the vendor will need to perform the service and have the facilities sufficiently stocked.

Q2. Can vendors purchase supplies directly from Escambia County?

A2. At this time, the County does not offer the ability for vendors to purchase supplies from the County.

Q3. On page 27 of 61, Item 2-2, "Proposals shall confirm that the firm will comply with all of the provisions in this RFP." Is there a form to be utilized for this?

A3. Confirmation that a firm will comply with all provisions can be stated anywhere within the proposal. Most firms opt to write a letter of interest as a type of cover page for the proposal. Such a statement can be included in a letter of this type.

Q4. On what page of the RFP is the "Solicitation, Offer, and Proposal Form"?

A4. This form was intentionally left out of the RFP and the language referenced in the question is boilerplate language that is used from one RFP to the next. Please disregard this requirement.

Q5. Page 4 of 61, states that the Proposal Response must include one (1) original and one (1) electronic copy via CD or flash drive OR uploaded via Vendor Registry. Page 14 of 61, Item 4 Proposal Forms states that, "Firms electing to submit original forms shall also provide a complete copy of the bid response via CD or flash drive." Since one original is required per page 4 of 61, this seems to indicate that a complete copy of the bid response via CD or flash drive would also be required, is this correct? Or could the proposal – in its entirety – be submitted via Vendor Registry?

A5. If a firm is submitting a physical proposal document to the Office of Purchasing via mail or courier, an electronic copy shall be included. If a firm is submitting their complete proposal via Vendor Registry, a physical proposal document is not required.

Q6. If some documents are not ADA-compliant, would the proposal be deemed non-responsive?

A6. No. At this time, the County does not require ADA-compliant documents, but we do ask for them to be utilized whenever possible. The County attempts to provide ADA-compliant documents to all those who submit a Sunshine Law information request.

As a reminder, regardless of the means with which the proposal is submitted, all firms shall provide their Bid Surety to the Office of Purchasing prior to the Proposal submittal deadline.

Firms submitting a surety from their insurance provider can upload the surety documents in Vendor Registry and a physical delivery to the Office of Purchasing is not required.

Q7. Page 27 of 61, Item 2-1 states that, "All RFP documents (excluding the Excel Spreadsheet) shall be contained in a single PDF or Microsoft Word-Type document. The Excel Spreadsheet will also be returned complete as a single document."

Page 30 of 61, Item 3-2 asks proposers to, “Please separate the RFP responses into the following categories:” and on page 32 of 61, Item 6, A asks proposers to provide the pricing schedule on the Price Proposal Form.

Should a hard copy of the Cost Proposal (Excel spreadsheet) be included as an item in the submission of the original Technical Proposal? Or should it be submitted in a separate envelope with the other signed forms? Or on its own?

A7. All the proposal documents shall be in a single PDF, and sorted according to the order outlined in Item 3-2.

The physical Excel document can be separate, in either Excel or PDF. Both the proposal (PDF) and the Excel spreadsheet (Excel) shall be on the electronic copy and/or uploaded to Vendor Registry.

Q8. Will the content referred to on page 27 of 61, Part II, 2-3 Understanding of the Project, 2-4 Methodology Used for the Project, and 2-5 Management Plan for the Project be evaluated as part of 1: Scope of Services as outlined on page 30 of 61, Part III, Section 3-2 Evaluation Criteria?

A8. Yes.

Q9. Will the content referred to on pages 27 and 28 of 61, Part II, Section 2-6 Experience and Qualifications, be evaluated as part of 2: Adequacy of Staffing and Supervision and 3: Related Experience as outlined on pages 30 and 31 of 61, Part III, Section 3-2 Evaluation Criteria?

A9. Yes.

Q10. Page 29 of 61, Item 2-8 requests that “Bidders provide a breakout of the firm’s employees by minority status, as well as the status of employees of any subcontractor that will be performing the work.” This item is not referred to as part of the Evaluation Criteria. Under which section of the Evaluation Matrix will this item be considered? Or is this a pass/fail item for meeting minimum requirements?

A10. If it is not listed in the “Selection Criteria,” it is not a selection criterion. The Board has requested information for information purposes.

Q11. Page 50 of 61, paragraph 1, states that, “The Contractor will provide with his/her proposal a list of the chemicals and supplies that will be used to perform the work under this contract.” This item is not listed as part of the Evaluation Criteria. Under which section of the Evaluation Matrix will this item be considered? Or is this a pass/fail item for meeting minimum requirements?

A11. If it is not listed in the “Selection Criteria,” it is not a selection criterion. The department has requested this information for information purposes.

EXHIBIT B NOT ADA COMPLIANT

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Yearly w/one year contract	Yearly w/3 year contract with option for 2 additional 1 year terms
						Zone 1							
1	1	2	4	Big Lagoon Sheriff Sub Station	YES, see Scope	1,100	1	Wed	12950 Gulf Beach Hwy	Pensacola	32507	$960.00	$960.00
2	1	2	6	EMS @ Pleasant Grove Fire Station		122	1	S or S	9350 Old Gulf Beach Hwy	Pensacola	32507	$960.00	$960.00
3	1	1	72	Felix Miga Center		13,870	5	M - F	904 N. 57th	Pensacola	32506	$18,720.00	$18,720.00
4	1	2	267	Lexington Terrace Com Ctr		2,964	2	Wed / Fri	700 S. Old Corry Field Rd	Pensacola	32507	$2,112.00	$2,112.00
5	1	2	181	Marie Ella Davis CC		1,965	1	S or S	18 Raymond St.	Pensacola	32507	$1,320.00	$1,320.00
6	1	2	305	Perdido Key Community Center & Welcome Station		5,155	1	S or S	15500 Perdido Key Dr.	Pensacola	32507	$1,920.00	$1,920.00
7	1	2	232	SW Library		7,295	6	Mon-Sat	12248 Gulf Beach Hwy	Pensacola	32507	$16,800.00	$16,800.00
8	1	2	303	Warrington Sheriff Substation	YES, see Scope	6,000	3	M-W-F	30 N. Navy Blvd.	Pensacola	32507	$4,080.00	$4,080.00
9	1	2	326	Warrington Tax Collector		9,515	5	M-F	4051 Barrancas Ave Suite	Pensacola	32507	$12,000.00	$12,000.00
											Zone 1 Total	$58,672.00	$58,672.00
						Zone 2							
10	2	3	46	Animal Shelter		9,127	6	S - F	200 W. Fairfield Dr.	Pensacola	32501	$11,040.00	$11,040.00
11	2	3	295	Central Office Complex		74,630	5	M - F	3363 W. Park Place	Pensacola	32503	$39,400.00	$39,400.00
12	2	3		ECAT	YES, see Scope	12,750	Various		1515 W. Fairfield Dr	Pensacola	32501	$36,000.00	$36,000.00
13	2	3	45	Escambia County Visitation	YES, see Scope	31,249	5	M - F	1190 W. Leonard St.	Pensacola	32501	$34,560.00	$34,560.00
14	2	3	60	Juvenile Justice Center: Detention Center	YES, see Scope	30,355	5	M - F	1800 St. Marys Ave.	Pensacola	32502	$24,000.00	$24,000.00
15	2	3	60	Juvenile Justice Center	YES, see Scope	51,083	5	M - F	1800 St. Marys Ave.	Pensacola	32502	$40,596.00	$40,596.00
16	2	3	60	Juvenile Justice Center: Assessment Area	YES, see Scope	12,036	5	M - F	1800 St. Marys Ave.	Pensacola	32502	$9,600.00	$9,600.00
17	2	3	255	Leonard St. Maint - Hayes St		1,200	1	1 Day a Week	1135 N. Hayes	Pensacola	32502	$960.00	$960.00
18	2	3	113	Sheriff Admin	YES, see Scope	108,927	5	M - F	1700 W. Leonard St.	Pensacola	32501	$58,256.00	$58,256.00
19	2	3	119	Sheriff Central Receiving Warehouse	YES, see Scope	4,200	5	M-F	1600 W. Leonard Street	Pensacola	32501	$3,600.00	$3,600.00
20	2	3	272	Sheriff Garage	YES, see Scope	15,680	5	M - F	3101 H St.	Pensacola	32501	$7,200.00	$7,200.00
21	2	3	119	Sheriff Investigation	YES, see Scope	600	5	M-F	1600 W. Leonard Street	Pensacola	32501	$2,400.00	$2,400.00
											Zone 2 Total	$316,612.00	$316,612.00
						Zone 3							
22	3	3	178A	Archives Building		10,370	5	M - F	120 E. Blount St.	Pensacola	32501	$9,120.00	$9,120.00
23	3	3	178A	Archives Warehouse		5,000	1	Mon	120 E. Blount St.	Pensacola	32501	$1,200.00	$1,200.00
24	3	3	130	Community Probation	YES, see Scope	13,100	5	M - F	2251 N. Palafox	Pensacola	32501	$12,000.00	$12,000.00
25	3	3	130	Community Probation - Court Room		1,100	1	Monthly	2251 N. Palafox	Pensacola	32501	$600.00	$600.00
26	3	3	56	Court Administration		665	5	M - F	190 Maxwell Street	Pensacola	32501	$6,000.00	$6,000.00
27	3	3	63	Dorrie Miller CC		1,965	2	M / F	2619 N. Miller St	Pensacola	32503	$3,300.00	$3,300.00
28	3	3	86	Employee Health Clinic (Paid out of their Cost Center)		6,158	6	M - S	2257 N Bayten St	Pensacola	32501	$9,000.00	$9,000.00
29	3	3	266	EMS @ Lions Eye Clinic		615	2	M / Thu	256 A Hayes St.	Pensacola	32501	$960.00	$960.00
30	3	2	231	EMS @ Osceola Fire		200	2	Wed / Sat	2601 Massachusetts	Pensacola	32502	$1,500.00	$1,500.00
31	3	3	68	Englewood CC - Boys & Girls		10,824	5	M - F	2751 N H St	Pensacola	32501	$4,920.00	$4,920.00
32	3	3	314	Englewood Neighborhood Center		1,180	1	Tues	2749 N H. Street	Pensacola	32501	$1,500.00	$1,500.00
33	3	3	179	Facilities Mgmt		17,058	5	M - F	100 E. Blount St.	Pensacola	32501	$8,520.00	$8,520.00
34	3	4	310	Genealogy Library		7,126	5	Tues-Sat	5740 N 9th Ave	Pensacola	32504	$16,800.00	$16,800.00
35	3	3	66	Human Relations Commission		791	5	M - F	2257 N. Bayten St	Pensacola	32502	$4,800.00	$4,800.00
36	3	3	318	Legion Field		3,545	6	Mon-Sat	1301 W. Gregory St	Pensacola	32533	$12,000.00	$12,000.00
37	3	3	316	Solid Waste Scale House Palafox		315	1	1 Day a Week	2908 N. Palafox	Pensacola	32501	$960.00	$960.00
38	3	4	308	Tyron Library		12,045	6	Mon-Sat	1200 Langley Ave	Pensacola	32504	$19,200.00	$19,200.00
											Zone 3 Total	$112,380.00	$112,380.00
						Zone 4							
39	4	2	242	Ernie L. Magaha Building		126,700	5	M - F	221 Palafox Pl.	Pensacola	32502	$100,500.00	$100,500.00
40	4	2	258	Government Complex Parking Garage	YES, see Scope	833	1	F	49 W. Intendencia	Pensacola	32502	$1,200.00	$1,200.00
41	4	2	49	Matt Langley Bell		16,200	5	M - F	213 S. Palafox	Pensacola	32502	$7,560.00	$7,560.00
42	4	2	59	Old Courthouse		40,680	5	M - F	223 S. Palafox Place	Pensacola	32502	$43,200.00	$43,200.00
43	4	4	139	Pensacola Beach Sheriff Sub	YES, see Scope	2,845	3	M / W / F	43 Ft. Pickens Rd.	Pensacola	32526	$3,788.00	$3,788.00
44	4	4		SRIA Admin Building		6,600	5	Mon-Fri	1 Via De Luna Drive	Pensacola Bc	32561	$8,600.00	$8,600.00
45	4	4		SRIA Visitor Info Center		2,500	7	Mon-Sun	7 Casino Road	Pensacola Bc	32561	$8,300.00	$8,300.00
46	4	2	178	Supervisor of Election/Purchasing		22,900	5	M - F	201 S. Palafox Place	Pensacola	32502	$18,800.00	$18,800.00
47	4	2	337	Supervisor of Elections Warehouse		12,110	1	Thurs	3201 Navy Blvd	Pensacola	32505	$2,400.00	$2,400.00
48	4	3	307	W Florida Regional Library		50,957	7	Mon-Sun	239 N. Spring Street	Pensacola	32502	$72,000.00	$7,200.00
											Zone 4 Total	$283,328.00	$263,328.00
						Zone 5							
49	5	5	260	Mosquito Control - Admin		2,978	2	Wed / Fri	901 Hwy 297A	Centonment	32533	$1,808.00	$1,808.00
50	5	5	261	Mosquito Control Garage - Restrooms		80	1	F	901 Hwy 297A	Centonment	32533	$720.00	$720.00
51	5	5	37	Road Department Admin		2,730	5	Mon-Fri	901 Hwy 297A	Pensacola	32533	$4,740.00	$4,740.00
52	5	5	36	Road Department Fleet Maintenance		2,300	5	Mon-Fri	901 Hwy 297A	Pensacola	32533	$2,040.00	$2,040.00
53	5	5	270	Road Department Modular Trailer		760	5	Mon-Fri	901 Hwy 297A	Pensacola	32533	$1,800.00	$1,800.00
54	5	5	41A	Road Department Modular Trailer		760	5	Mon-Fri	901 Hwy 297A	Pensacola	32533	$1,800.00	$1,800.00
55	5	5	39	Road Department Wellness Center		1,988	5	Mon-Fri	901 Hwy 297A	Pensacola	32533	$2,040.00	$2,040.00
56	5	5	311	Sheriff Fire Range Training Bldg		1,371	1	Fri	13011 Beulah Road	Pensacola	32526	$3,360.00	$3,360.00
57	5	5	273	Solid Waste Admin		8,046	5	Mon-Fri	13009 Beulah Road	Pensacola	32526	$9,600.00	$9,600.00
58	5	5	27	Solid Waste Admin Operations Garage	YES, see Scope	4,206	6	Mon-Sat	13009 Beulah Road	Pensacola	32526	$7,100.00	$7,100.00
59	5	5	30281	Solid Waste Guard Trailer		685	1	1 Day a Week	13009 Beulah Road	Pensacola	32526	$1,200.00	$1,200.00
60	5	5	251	Solid Waste Hazardous House Waste	YES, see Scope	280	5	Mon-Fri	13009 Beulah Road	Pensacola	32526	$8,700.00	$8,700.00

	Zone	District	Bldg #	Locations	Special Instructions	Sq Ft	Times per week	Days	Address	City	Zip Code	Yearly w/one year contract	Yearly w/3 year contract with option for 2 additional 1 year terms
						Zone 1							
61	5	5	28	Solid Waste Scale House	YES, see Scope	357	6	Mon-Sat	13009 Beulah Road	Pensacola	32526	$1,200.00	$1,200.00
											Zone 5 Total	$45,906.00	$45,906.00
						Zone 6							
62	6	3	312	Brownsville CC		32,948	6	Mon-Sat	3200 W. Desoto Street	Pensacola	32505	$32,160.00	$32,160.00
63	6	3	241	Ebonwood CC		2,964	3	Mon, Wed & Fri	3511 W. Scott St.	Pensacola	32505	$3,720.00	$3,720.00
64	6	3	219	Marcus Point Tax Collector	YES, see Scope	10,038	5	Mon-Fri	8451 W Street	Pensacola	32505	$21,360.00	$21,360.00
65	6	3	301	Marie K Young CC		13,200	5	Mon / Fri	8405 Wagner Rd	Pensacola	32505	$4,632.00	$4,632.00
66	6	2	217	Mayfair CC		1,965	2	W / Sat	701 S. Madison	Pensacola	32502	$1,740.00	$1,740.00
67	6	3	224	Public Safety		60,310	5	M - F	6575 N. W St.	Pensacola	32502	$47,844.00	$47,844.00
											Zone 6 Total	$111,456.00	$111,456.00
						[gokr[							
68	7	5	320	4H Center		9,050	5	M - F	3730 Stefani Rd.	Pensacola	32534	$8,424.00	$8,424.00
69	7	5	71	Agriculture Extension Services		7,000	5	M - F	3740 Stefani Rd.	Pensacola	32526	$8,424.00	$8,424.00
70	7	1	73	Beulah Community Center		3,155	2	Tues / Fri	7425 Woodside Rd.	Beulah	32577	$2,328.00	$2,328.00
71	7	3	121	Ensley Sheriff Substation	YES, see Scope	3,606	3	M - W - F	97 Hood Dr.	Ensley	32514	$2,520.00	$2,520.00
72	7	1	189	Equestrian Center Admin		774	3	M- W - F	7750 Mobile Hwy	Pensacola	32526	$840.00	$840.00
73	7	5	203	Government Complex - Administration		8,319	5	M - F	1851 N. Nine Mile Rd.	Pensacola	32514	$8,184.00	$8,184.00
74	7	5	173	Wind Mitigation Bldg.		3,139	5	M - F	3740 Stefani Rd.	Pensacola	32533	$8,000.00	$8,000.00
											Zone 7 Total	$36,720.00	$36,720.00
						Zone 8							
75	8	5	223	Bernineau Park CC		9,886	1	Wed	6055 Bar. Park School Rd	Molino	32577	$2,064.00	$2,064.00
76	8	5	125	Molino Admin (Started Feb 2019)		900	2	T-F	3470 Hwy 29		32577	$2,160.00	$2,160.00
77	8	5	292	Molino Cafeteria Dining & Restrooms		1,400	2	Mon & Thurs	899 Hwy 97	Pensacola	32577	$1,020.00	$1,020.00
78	8	5	292	Molino CC		11,280	3	M - W - F	899 Hwy 97	Pensacola	32577	$1,680.00	$1,680.00
79	8	5	292	Molino Library		4,320	6	Mon-Sat	8450 N Hwy 95A	Pensacola	32577	$1,020.00	$1,020.00
80	8	5	124	Molino Sheriff Sub	YES, see Scope	2,000	2	W / Sat	5844 N. Hwy 29	Molino	32577	$3,600.00	$3,600.00
81	8	5	302	Molino TC PA		7,133	5	M - F	899 Hwy 97	Pensacola	32577	$7,200.00	$7,200.00
82	8	5	185	Quintette CC		1,965	2	M- Thurs	2490 Quintette Lane	Pensacola	32533	$1,740.00	$1,740.00
											Zone 8 Total	$20,484.00	$20,484.00
						Zone 9							
83	9	5	123	Bryneville CC		3,540	3	M-W-F	1701 Hwy 4A	Century	32535	$2,160.00	$2,160.00
84	9	5	61	Century Courthouse		5,206	2	Tue / Thur	7500 N. Century Blvd	Century	32535	$3,576.00	$3,576.00
85	9	5	65	Century EMS		4,115	1	Thur	6029 Industrial Blvd	Century	32535	$2,400.00	$2,400.00
86	9	5	264	Century Library		2,966	5	Tue-Sat	7991 Century Blvd	Century	32535	$4,200.00	$4,200.00
87	9	5	62	Davisville CC		7,124	3	M-W-F	10200 Hwy 97	Bratt	32568	$4,200.00	$4,200.00
88	9	5	153	Oak Grove Community Center		1,636	1	F	2550 Hwy 99	Oak Grove	32568	$1,920.00	$1,920.00
89	9	5	157	Walnut Hill CC		4,823	2	M - Thurs	7850 Hwy 97	Pensacola	32568	$2,400.00	$2,400.00
90	9	5	182	Walnut Hill Sheriff Substation	YES, see Scope	1,050	2	M / Thurs	7850 Hwy 97	Pensacola	32568	$4,080.00	$4,080.00
											Zone 9 Total	$24,936.00	$24,936.00
					Total Square Footage	1,026,240					Total Bid by Firm	$924,696.00	$969,696.00

Additional Area Cleaning Cost:

Ceramic: Scrub	per sq. ft.	0.12
Carpet: Shampoo	per sq. ft.	0.14
Window Cleaning Exterior (Outside of Scope)	per sq. ft.	0.1
Window Cleaning Interior (Outside of Scope)	per sq. ft.	0.08

Emergergency Service Call Cost - 2hr. Response Time Based on 1hr. On site.

Century Library	175
Genealogy Library	175
Legion Field	100
Molino Library	175
S.W. Library	100
Tryon Library	100
W. Florida Regional Library	100
Additional Hourly Rate	12.5

Zone Totals	
1	$58,872.00
2	$315,612.00
3	$111,480.00
4	$263,328.00
5	$45,906.00
6	$111,456.00
7	$36,720.00
8	$20,484.00
9	$24,936.00
	$969,696.00



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18826 **County Administrator's Report 10. 46.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Contract Award for Re-Solicit Secondary Collections Agency for Public Safety & EMS
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Re-Solicit Secondary Collections Agency for Public Safety & EMS - Jason Rogers, Director, Public Safety, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Terminate the Agreement, PD 17-18.028, EMS Collection Services, with Affiliated Creditors, Inc., effective immediately. The Board awarded the Agreement to Affiliated Creditors, Inc., on April 5, 2018. On February 22, 2020, the County was notified by Emerge Law Firm that Affiliated Creditors, Inc., filed for protection under Chapter 11 of the U.S. Bankruptcy Code. The County was subsequently notified on April 30, 2020, that Affiliated Creditors, Inc., filed an expedited motion to dismiss the Case under Section 1112(b) conditionally or alternatively to convert to Chapter 7; and

B. Award and authorize the County Administrator to sign a Revenue Agreement between Escambia County, Florida, and Life Line Billing Systems, LLC d/b/a LifeQuest Services, per the terms and conditions of PD 19-20.094, Re-Solicit Secondary Collections Agency for Public Safety & EMS, for a payment to the firm of 9% of secondary collections which is defined as collections accounts that are more than 120 days and have not received any recovery or collection services outside of Escambia County's EMS Billing Office or their primary collections designee.

Vendor	Funding	Amount	Contract Number

Life Line Billing Systems, LLC d/b/a LifeQuest Services	Fund 408, Emergency Medical Services; Cost Center 330603, EMS Billing Business Operations; Project Code 53401, Other Contractual Services	9% of Secondary Collections	PD 19-20.094

Specification PD 19-20.094, Re-Solicit Secondary Collections Agency for Public Safety & EMS, was posted to Vendor Registry on September 3, 2020. The solicitation was sent to 50 registrants representing 43 firms. The solicitation was viewed by 41 firms and downloaded by 33 firms.

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

- Bid Response from Life Line Billing Systems, LLC d/b/a LifeQuest Services
- Recommendation to Award Determination Checklist

BACKGROUND:

The Board awarded the Agreement for PD 17-18.028, EMS Collection Services, to Affiliated Creditors, Inc., on April 5, 2018. On February 22, 2020, the County was notified by Emerge Law Firm that Affiliated Creditors, Inc., filed for protection under Chapter 11 of the U.S. Bankruptcy Code. The County was subsequently notified on April 30, 2020, that Affiliated Creditors, Inc., filed an expedited motion to dismiss the Case under Section 1112(b) conditionally or alternatively to convert to Chapter 7.

Specification PD 19-20.094, Re-Solicit Secondary Collections Agency for Public Safety & EMS, was posted to Vendor Registry on September 3, 2020. The solicitation was sent to 50 registrants representing 43 firms. The solicitation was viewed by 41 firms and downloaded by 33 firms.
On October 8, 2020, solicitation responses were received from 11 firms and Life Line Billing Systems, LLC d/b/a LifeQuest Services was deemed the lowest responsive and responsible bidder with a Secondary Collections Percentage paid to the firm of 9% of the monies collected.

BUDGETARY IMPACT:

Vendor	Funding	Amount	Contract Number
Life Line Billing Systems, LLC d/b/a LifeQuest Services	Fund 408, Emergency Medical Services; Cost Center 330603, EMS Billing Business Operations; Project Code 53401, Other Contractual Services	9% of Secondary Collections	PD 19-20.094

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Senior Assistant County Attorney, Kristin Hual.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement. The EMS Department will be the Contract Administrator for this Agreement.

Attachments

Solicitation with Addenda
Bid Distribution List
Bid Analytics
Bid Tab Under Review
Bid Tab Recommendation to Award
Agreement with Exhibits

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID

RE-SOLICIT SECONDARY COLLECTIONS AGENCY FOR PUBLIC SAFETY/EMS SPECIFICATION NUMBER PD 19-20.094

Bids will be received until: October 01, 2020 at 2:00 PM CDT	**Pre-Solicitation Conference:** September 16, 2020 at 10:30 AM CDT
Physical Bid Delivery/Courier: 213 Palafox Place Second Floor, Matt Langley Bell, III Building Pensacola, FL 32502 **OR** Upload Via Vendor Registry Bid Opening Audio & Video: Click Here Bid Opening Audio Only: (863) 333-5817 Conference ID: 868 174 87 #	Pre-Solicitation Audio & Video: Click Here Bid Opening Audio Only: (863) 333-5817 Conference ID: 852 351 022 #

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Tel: 850-595-4953
Email: JDLovingood@myescambia.com

Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice
It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

Publicly Noticed_____ Noticed By _____

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within three percent (3%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent (2%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent (4%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all, or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

Escambia County, Florida
Invitation to Bid – Bidder's Checklist
Re-Solicit Secondary Collections Agency for Public Safety/EMS
Specification PD 19-20.094

HOW TO SUBMIT YOUR BID:

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

- Proposal Response: One (1) Original Bid Form which shall contain an original (wet) signature and one (1) electronic copy via CD or flash drive **OR** a complete response uploaded via Vendor Registry.
- Bid Surety (bond, cashier's check, etc.). For firms electing to submit their response via Vendor Registry, the Bid Surety shall be delivered to the Office of Purchasing prior to the Bid Due Date and Time. Bids submitted without the corresponding Bid Surety delivered to the Office of Purchasing by the Bid Due Date and Time shall be deemed non-responsive.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A "NO BID":

If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.

Do not return this form with your bid.

Re-Solicit Secondary Collections Agency for Public Safety/EMS

SPECIFICATION NUMBER 19-20.094

TABLE OF CONTENTS

Forms marked with an asterisk "*" must be returned with the Bid.

Forms marked with a double asterisk "**" should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	5
Drug-Free Workplace Form **	9
Information Sheet for Transactions and Conveyances Corporate Identification **	10
List of General Terms and Conditions (Incorporated by Reference)	12
Special Terms and Conditions	16
Exhibit A – Sample Agreement	?
Exhibit B – Zoll Instructions	?

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM	**ESCAMBIA COUNTY, FLORIDA**
Submit Offers to: **Jeffrey Lovingood** **Purchasing Coordinator** Office of Purchasing, 2nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Phone: 850-595-4953 Email: JDLovingood@myescambia.com	**Invitation to Bid** **Re-Solicit Secondary Collections Agency for Public Safety/EMS** **Solicitation Number PD 19-20.094**

Solicitation

MAILING DATE: 9/2/2020
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held online and hosted in the Office of Purchasing, at 213 Palafox Pl. Pensacola, FL 32502, at 10:30 AM CDT, September 16, 2020.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, October 01, 2020, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
_____

Delivery Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Terms of Payment
_____

Reason for No Offer
_____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

*****
_____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Secondary Collections Agency Percentage _____

Secondary Collections Agency accounts are those that have not received any recovery or collection services outside of Escambia County's EMS Billing Office or their designee.

Early-out Patient Pay and Primary Collections are not included in this solicitation.

☐ If your company is located within a Community Redevelopment Area of Escambia County, Florida, please indicate by marking an "X" in the blank **(*Sec. 46-110.-Local Preference in Bidding)***.

CONTRATOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum # _____ Date _____ Addendum # _____ Date _____

Addendum # _____ Date _____ Addendum # _____ Date _____

SEAL IF BID IS BY CORPORATION

(PLEASE TYPE INFORMATION BELOW)

State of Florida Department of State Certificate of Authority Document Number:_____

Occupational License Number:_____

Florida DBPR Contractor's License, Certification, and/or Registration Number:_____

Type of Contractor's License, Certification, and/or Registration:_____

Expiration Date:

County Permits/Fees Required for this Project:

Person to Contact Concerning This Bid:	**Person to Contact for Emergency Service:**
Name:_____	**Name:**_____
Phone:_____	**Phone:**_____
E-Mail: _____	**E-Mail:**_____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of **$1,000.00**.

Bidder further acknowledges that all of the work outlined in the Scope of Work contained in this document may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. At this time, it is the intent of Escambia County to substantially complete the listed work.

Names and Addresses of Proposed Subcontractors to be Utilized for Work on this Project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And, if applicable, its Federal Employer Identification Number (FEIN) is: _____

If the entity has no FEIN, include the Social Security Number of the Individual signing this

sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn and subscribed before me this _____ day of _____

20_____. Personally known _____ OR produced identification _____

Notary Public: State of _____

My Commission Expires: _____

_____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

Check One:

_____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

_____
Offeror's Signature

_____
Date

Information sheet for Transactions and Conveyances Corporate Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:

In what state was it created: _____

Name as spelled in that state: _____

What kind of Corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As Used in Florida):

_____

(Spelled Exactly as it is Registered with the State or Federal Government)

Corporate Address:

Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

Information sheet for Transactions and Conveyances Corporate Identification

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:** _____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

Verified By: _____ **Date:** _____

ESCAMBIA COUNTY, FLORIDA, GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: See Escambia County Office of Purchasing web site at MyEscambia Web Site then click "Solicitations."

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturer's Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for Doing Business in Florida, go to the Department of State, Division of Corporations: Florida Sunbiz Search
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.094, Re-Solicit Secondary Collections Agency for Public Safety/EMS, Name of Submitting Firm, Date and Time Due.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or

services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/disqualification of submittal;

2) Termination of contract; or

3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. <u>Scope of Work</u>

The Escambia County Board of County Commissioners is seeking competitive bids from qualified and experienced bidders for the provision and operation of a Secondary Collections Agency. The primary purpose of this Invitation to Bid is to select a firm by choosing the lowest bid among qualified and experienced firms.

A. Technical Requirements

1. The Contractor shall promptly undertake, through ethical and lawful means, the collection of the accounts referred, with particular attention to the Consumer Credit Protection Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, and all other laws applicable to this type of activity.

   a. Escambia County Public Safety/EMS will notify the Contractor of any direct payments and will credit the Contractor with the contractual rate for all such direct payments collected after the Contractor begins active collection efforts. The County will, upon request, verify payments on specific accounts and credit the Contractor as specified above.

   b. The Contractor shall suspend collection efforts on any account referred for collection upon written notice to do so by Escambia County's Contract Administrator or their designee. The Escambia County Public Safety/EMS Department may recall any referred account at no cost to the County except the fees earned up to the moment of recall.

   c. The Contractor shall retain all accounts until the end of the current contract unless specific accounts are requested to be returned to the County by the Contract Administrator or their designee. Such returns shall be made in a format acceptable to the County, including electronic transfer format. All costs associated with the Contractor's ability to return these accounts in a format acceptable to the County shall be the responsibility of the Contractor and shall not be paid by the County.

   d. The Contractor shall document all efforts to collect any specific amount.

e. The Contractor shall not have the right to refuse to collect any account that is referred to the Contractor by Escambia County.

2. The Contractor shall document all efforts to collect any amount and shall maintain accurate records of all services performed, as well as documentation of all revenues collected and remitted to the County for audit by the County. Such records shall be available for inspection and audit without prior notice, by an auditor designated by the County.

3. The County shall have the exclusive rights to prescribe forms which the Contractor shall use to report collection activities and the status of accounts. Additionally, the County shall prescribe the frequency with which all reporting should be provided. The Contractor may make form and frequency recommendations to the Contract Administrator; however, the Contract Administrator shall make all final decisions related to form use and frequency of reporting.

   On a monthly basis, the Contractor shall submit a list of all open accounts with the current status indicated, sorted by the last name on the account. This report will indicate adjustments to each account as requested by the Contract Administrator, as well as all skip-tracing activities and results.

   The following information shall be submitted ass directed by the Contract Administrator and shall be no less than monthly:

   a. A list of all payments made since the previous report, sorted by the last name on the account.

   b. A list of accounts against which collection efforts have begun, sorted by the last name on the account, including recommended actions to be taken regarding problem collection accounts.

   c. A Recovery Analysis Report showing the following:

      1) Every account's monthly collections for a historical period of up to two (2) years.

      2) The average age of each account at turnover, by month of turnover.

      3) Collections for the current month on aged accounts.

      4) Collections to date on aged accounts.

      5) Collections for the current month on current placements.

      6) Percentage collections on aged and new turnover.

      7) Overall collection dollars and percentages.

4. The Contractor shall not initiate any form of legal action without the expressed, written consent of the Contract Administrator or other designee appointed by the County. Where legal action is necessary, the County will provide witnesses, certified copies of official records, and other documentation required for prosecution.

   The Contractor shall be solely responsible for all costs or expenses, including but not limited to, attorney(s) fees and court costs incurred by the Contractor in the collection of the referred accounts.

5. The Contractor shall possess the following credentials at the time their bid is submitted:

    a. Satisfactory completion of at least one year of ground ambulance billing.

    b. Ability to electronically accept medical accounts referred by the County in accordance with the specification detailed in Exhibit B.

    c. Ability to bill commercial insurances in a valid 5010 electronic format.

    d. Ability to comply will all Health Insurance Portability and Accountability Act (HIPAA) requirements.

    e. Ability for the County to view account activity remotely and securely. The County shall be allowed to perform a Risk Assessment Audit at any time with or without advance notice.

B. Additional Information

1. Please ensure that any offers submitted via courier or US Mail includes a "wet" signature in the appropriate space, and is signed by someone with the authority to commit the firm to an agreement.

2. For offers submitted electronically:

    a. Only offers submitted electronically via Vendor Registry will be accepted.

    b. A "wet" signature is not required, however, responses submitted without a signature in the appropriate space on the Bid Form and signed by someone with the authority to commit the firm to an agreement shall be deemed non-responsive.

    c. The Bid Surety for all submittals shall be in the Office of Purchasing by the Bid Due Date and Time.

3. Approximately $6-7 million is being turned over annually. The most recent rate being paid for secondary collections was 15%. There are currently just over 19,000 accounts that make up the debt.

4. This solicitation is being offered because the previous firm, Affiliated Creditors, Inc. has declared bankruptcy, which means the County has no benchmark for rate of return.

5. The debt being collected is only from EMS debt.

6. Escambia County writes off debt once per year, typically prior to the end of the fiscal year at the end of September.

7. It is expected that there will be a backlog brought to the awarded vendor but there is no guarantee of quantity of accounts or debt amount.

8. Escambia County typically has approximately 32,000 runs annually. Primary Agency (County or designee) collections garners ~20%.

9. Transports are generally comprised of Medicare (~50%) and Self-Pay (~9%).

10. If payments are being made consistently, the Primary Agency (County or designee) retains the account. If an account has no activity for up to six (6) months, the account is moved to the Secondary Collections Agency.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check, or certified check in the amount of **$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the check or bond is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by the contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the Purchase Order by signing the Solicitation, Offer, and Bid Form and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of their cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com, or through Vendor Registry. The last day for questions will be September 24, 2020 at 5:00 PM CDT.

5. Bid Form

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted by either (**choose one method**):

- A sealed envelope, with Original (wet) signature in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted. Firms electing to submit original forms shall also provide a complete copy of the bid response via CD or flash drive.
- Uploading to Vendor Registry a PDF of the signed Bid Form with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held online via Microsoft Teams and will be hosted at the Office of Purchasing, 213 Palafox Place, Pensacola, Florida, 32502, on September 16, 2020 at 10:30 AM CDT.

Pre-Solicitation Audio & Video: Click Here

Bid Opening Audio Only: (863) 333-5817 **Conference ID:** 852 351 022#

It is strongly encouraged that all potential bidders attend this non-mandatory conference, so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

**** Due to the current pandemic, all Escambia County offices are socially distancing. ****

This Pre-Solicitation Conference and Bid Opening will be held via Microsoft Teams, which is a free service and provides both video and audio-only capabilities. Please download the Microsoft Teams software to your device (PC, laptop, tablet, or smart phone) well in advance of the meeting so you are familiar with how to operate the program before the meeting. Video capabilities or a microphone are not required to listen to the meeting or submit questions via Microsoft Teams' chat feature.

- To Download Microsoft Teams: Click Here
- Microsoft Teams Tutorials: Click Here

In an effort to efficiently serve all meeting attendees, no meeting time will be dedicated to assisting vendors attempting to log into the meeting.

7. Codes and Regulations

The awarded vendor shall strictly comply with all federal laws, state statutes, and local ordinance related to this solicitation and resulting agreement.

8. Payment

The Contractor shall remit to the County all funds collected from County accounts. Payment in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents showing the accounts collected, all monies collected and remitted to the County, and the Contractor's fee for services performed. Payment for accepted services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. Required Reports

Please see the Scope of Work, Section 3, above.

10. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

C. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.

D. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. Evaluation of Options

The County shall evaluate offers for award purposes by adding the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

12. Price Adjustment

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than sixty (60) days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

13. Changes – Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas.

A. Description of services to be performed

B. Time of performance (i.e., hours of the day, days of the week, etc.)

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

14. Qualification of Offerors

This solicitation shall be awarded to a responsible, responsive Offeror, qualified by experience to provide the work specified. The Offeror shall submit the following information with their Offer:

A. Experience record showing the Offeror's training and experience in similar work.

B. List and brief description of similar work satisfactorily completed with location, dates of contact, names and addresses of owners.

C. List of equipment and facilities available to do the work.

D. List of personnel, by name and title, contemplated to perform this work.

Failure to submit the above requested information may be cause for rejection of your offer.

15. Licenses, Certifications, Registrations

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certification, registrations, and any other requirements should be provided with the bid submission; and the offeror shall provide follow up evidence that as the contractor they maintain such credentials throughout the period of agreement.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

18. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period, or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is

finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

21. As Specified

All attempts to collect accounts shall meet the specifications herein. Accounts submitted not as specified will be returned at no expense to Escambia County. The County may return, for full credit, any accounts received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred", however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract, or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract, or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000.00 each accident and $100,000.00 each employee/$500,000.00 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract, or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.00.
4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   213 Palafox Place, 2nd Floor
   Pensacola, FL 32591
   Email: Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less

coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Fidelity/Dishonesty/Liability Coverage – for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $1,000,000.00 per occurrence.

If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental Extended Reporting Period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of the claims made coverage.

Cyber Enterprise Liability Coverage

The Contractor shall purchase and maintain cyber enterprise liability coverage with a minimum limit of $5,000,000.00 per occurrence, and which includes but is not limited to ransomware, data breach, social engineering business interruption including extra expense, digital data recovery, network extortion, cyber privacy, network security liability, as well as electronic, social, and printed media liability. Cyber and Privacy policies shall cover the Contractor's business liability for data breach in which the personal information of the County's customers is exposed or stolen by a hacker or other criminal who has gained access to the Contractor's network.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

COLLECTION AGENCY SERVICES AGREEMENT (SAMPLE)

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and _____ (hereinafter referred to as "Agency"), a _____ for-profit corporation authorized to transact business in the State of Florida, FEI/EIN _____, whose principal address is _____ (each at times referred to as "Party" or, collectively, as "Parties").

WITNESSETH:

WHEREAS, on _____, the County issued and Invitation to Bidders (PD ---------) seeking the services of an agency to perform collection services for past-due accounts of the County's Department of Public Safety, Division of Emergency Medical Services; and

WHEREAS, Agency was the most responsive and responsible bidder proposing to provide such collection services; and

WHEREAS, the County recognizes that the collection of such past-due monies owed to the County is essential to the financial safety and welfare of the residents of Escambia County; and

WHEREAS, the County desires to enter into an agreement with the Agency for the provision of such services as set forth herein.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Agency agree as follows:

ARTICLE 1
Recitals and Definitions

1.1 Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Definitions. For the purpose of this Agreement, the following terms shall have the following meanings:

Administrator shall mean the County Administrator of the County or her designee. The Administrator is the administrative head of all departments and divisions of the County. In the administration of this contract, as contrasted with matters of policy, the Parties may rely upon instructions or determinations made by the Administrator or her designee.

Board of County Commissioners shall mean the Board of County Commissioners of Escambia County, Florida, which is the governing body of Escambia County.

Clerk of the Circuit Court shall mean the Clerk of the Circuit Court of Escambia County, Florida, which is a constitutional officer serving as Clerk of the Court and ex official clerk to the Board of County Commissioners, auditor, recorder and custodian of all County funds.

SAMPLE

Office of Management and Budget shall mean the Office of Management and Budget under the direction of the County Administrator.

Participating Departments shall mean all County departments or divisions authorized by the Administrator to refer accounts under this Agreement and the Clerk of the Circuit Court.

ARTICLE 2
Scope of Services

2.1 Collection of Accounts. Agency shall provide the following:

2.1.1 Agency shall serve as the collection agency for all accounts of the Department of Public Safety, Division of Emergency Medical Services (EMS) that are referred by the County.

2.1.2 Agency may also serve as a collection agency on accounts referred by the Clerk of the Circuit Court and accounts of other County departments referred by the County Administrator or participating department heads.

2.2 Minimum Collection Activity. For each account, Agency shall provide, at a minimum, as follows:

2.2.1 Upon initial assignment, Agency will immediately send a letter to each debtor. Within ten (10) calendar days of receipt of account, Agency shall attempt to call each debtor with a balance greater than $25.00.

2.2.2 Every account without a valid address possessing a balance of $25.00 or more will receive skip-tracing efforts.

2.2.3 Agency shall assess each account and continue activation with either a letter series or phone calls.

2.2.4 Agency shall monitor all account payments initiated.

2.3 Collection Methodology. Agency shall establish the collection methodology once a debtor is contacted. This methodology will include the appropriate telephone script to be utilized for court-related debt as well as other departmental debt. Every effort will be made to understand the nature of the specific debt so that this information can be utilized by our collection staff.

Agency will advise County of the methodology of all collection services and adhere to County's input. While the Agency shall remain responsible for compliance with applicable laws, the County expressly reserves the right to approve such collection methods utilized by the Agency for all County referred accounts.

2.4 Timeline for Collection. Unless the County should provide written notice to return an account, Agency shall retain all accounts until the expiration or termination of this Agreement. The County shall retain full discretion to remove an account at any time provided that County shall credit Agency with subsequent collections procured directly as a result of Agency's prior efforts.

2.5 Agency Collections. Agency will accept payments on all assigned accounts. Agency may not collect any interest, service, or carrying charges on any account unless otherwise instructed

SAMPLE

to do so in writing by the County. Agency shall be solely responsible for all costs or expenses, including, but not limited to, attorneys' fees and court costs incurred by the Agency in the collection of the referred accounts. Agency may arrange payment schedules within the debtor's current income and ability to pay.

Agency shall be allowed to bill any insurance(s) determined for any referred account, other than Medicare Part B, Florida Medicaid, or Alabama Medicaid. These accounts shall be returned to Escambia County EMS Billing Office for appropriate insurance billing.

2.6 Payments Received. Agency shall deposit all payments collected in an interest-bearing account and shall distribute such funds plus and interest accrued to the County on a monthly basis to the Clerk of the Circuit Court or Participating Departments as directed by the County. A separate accounting for each department shall be provided to the Clerk of the Circuit Court and copied to such Participating Department and the Office of Management and Budget. Agency shall, in turn, receive its collection fee based on the amount received from the debtor and the applicable rate.

2.7 Reporting Requirements.

2.7.1 Placement Summary Reports: Within two (2) business days of receiving a referral from the County, Agency shall acknowledge receipt of the account(s) by providing a Placement Summary Report, which at a minimum shall contain the account number and total dollar amount of the referral.

2.7.2 Monthly Reports: In a manner prescribed or acceptable to the County, Agency shall submit to each Participating Department, with copies to the office of Management and Budget, a monthly report with an alphabetical listing of all accounts, noting all payments collected since the prior report, noting any accounts against which collection efforts have commenced, recommending actions to be taken on problem accounts, and summarizing receipts and other actions on accounts by month of assignment. Agency shall submit each report no later than the 15th day following the month that is the subject of the report.

2.7.3 Uncollectable Accounts: On a monthly basis, Agency shall also submit to the Participating Departments a report of all accounts which, after making every reasonable effort to collect, Agency has deemed uncollectable. The report must contain, at a minimum, the debtor's name, the debtor's most recent address and telephone number, and the patient account number on EMS accounts. At the request of County, Agency shall further document its effort to collect any specific amount.

Agency shall make a determination and advise the County as to whether or not the debt may be recovered through litigation. Unless otherwise directed, Agency shall return such accounts to County and shall have no right to a commission for any sums thereafter collected upon these accounts. Such returns shall be made in a format acceptable to the County.

2.7.4 Quarterly Reports: No less than quarterly, Agency shall submit to Participating Departments, with copies to the Office of Budget and Management, a quarterly report to include a list of all open accounts and the status of such accounts including payments, requested adjustments, skip-tracing activities and results.

SAMPLE

2.7.5 Yearly Reports: On an annual basis, Agency shall furnish a report to each Participating Department summarizing the activity of all accounts during the preceding year.

2.7.6 Complaints: Agency shall provide County with a copy of any and all letter(s) of complaint within ten (10) calendar days of receipt by the Agency, and the County will provide Agency a copy of any notice of complaint received by it within ten (10) calendar days of receipt by the County Administrator.

Within thirty (30) calendar days of receipt of a complaint or notice of a complaint, Agency will provide a written report to the County informing the County Administrator of the disposition of each complaint. Minimum elements of the complaint report will include a statement of the complaint, results of the complaint investigation by Agency, identification of the collector(s) involved, and a positive statement of corrective action taken to avoid recurrence of such a complain in the future. Upon request of the County Administrator, Agency shall remove any employee from the future collection of County-referred accounts.

2.8 Quality Control. Agency agrees to maintain a quality assurance program for its employees including, but not be limited to, periodic instruction in the lawful and ethical practices of account collection. Additionally, Agency shall affirm that none of the Agency's Employees or Contractors is prohibited from doing business with the Centers for Medicare and Medicaid Services as evidence that they are routinely checked on a monthly basis against the Office of Inspector Generals' List of Excluded Individuals and Entities database.

2.9 Compliance with Laws. Agency shall at all times undertake to collect County-referred accounts through all ethical and lawful means. In the performance of this Agreement, Agency shall comply with all applicable Federal, State and local laws, rules, regulations or ordinances, and all current and future provisions required thereby to be included herein, are hereby incorporated by reference.

2.10 Suspension of Collection and Recall. Upon receiving written notice from the County, Agency shall immediately suspend collection efforts on any account referred for collection. Upon receiving written notice, Agency shall return any referred account, without charge or penalty to County, except the applicable fees earned to date. County reserves the right to reevaluate and to adjust, cancel, or recall any accounts referred to Agency.

2.11 Legal Action. Agency may initiate legal action only upon the express written consent of the County. Where legal action is necessary, the County will make reasonable efforts to provide witnesses, certified copies of official records, and other necessary documentation.

ARTICLE 3
Compensation and Method of Payment

3.1 Compensation. Agency shall be compensated for collection services as follows:

3.1.1 Primary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts referred by the Emergency Medical Services Department a sum equal to 15% of monies actually collected by Agency.

SAMPLE

3.1.2 Secondary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts that have been previously forwarded to a collection agency, a commission sum equal to 30% of monies actually collected by Agency.

3.1.3 Early-out Patient Pay Collection: Agency agrees to accept as full payment for services rendered for the collection of Patient Pay accounts submitted, within sixty (60) calendar days from date of service, a sum equal to 10% of monies actually collected by Agency.

3.2 Payment of Fees. Agency shall receive its fees following transmittal to the County of all monies collected in the manner provided in this agreement. Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

3.3 Fees for Direct Payments. County agrees that when an account is referred to Agency, Agency is entitled to the fees described herein without regard to whether payment is made to the County or the Agency. The Participating Department will notify the Agency of any direct payments made as a result of the Agency's efforts and will pay Agency the appropriate fee for all such direct payments. After notification of direct payments by County, Agency shall document such payments in its monthly reports. The fee for such payments shall be paid as provided in ¶3.2 above. The County will, upon request, verify payments on specific accounts and credit the Agency as specified above.

ARTICLE 4
Term and Termination

4.1 Term. This Agreement shall commence upon the date last executed and continue in effect for a term of twelve (12) months. This Agreement may be renewed for two (2) additional one (1) year terms. The parties may indicate their wish to extend this Agreement by providing written notice to the other party no later than thirty (30) days before the expiration of the initial or any subsequent one-year (1) term. In no event shall the Agreement extend beyond thirty-six (36) months in duration after exercising all options for renewal.

The Parties understand and agree that upon the expiration or termination of this Agreement, the County shall in no way be further obligated to Agency and shall not be impaired from negotiating with and contracting with any other publicly- or privately-owned entity wishing to offer collection services to County.

4.2 Termination.

4.2.1 Termination for Cause. The County reserves the right to immediately terminate this Agreement for cause upon the failure of Agency to fulfill in a timely and proper manner its obligations under this Agreement, including but not limited to, the violation of any state, federal or local laws and ordinances. In the event of a termination for cause, Agency will return all accounts to County.

4.2.2 Termination for Convenience. County reserves the right, at any time during the term (including without limitation, at the end of any one-year period), and for any reason whatsoever in County's sole discretion, to terminate this Agreement for convenience with respect to all or any portion of the collection services. County may exercise its right of termination for convenience by furnishing to Agency written notice of

SAMPLE

its election to do so, which notice shall specify the services that County has elected to remove from the scope and operation of this Agreement. The termination for convenience as to such services shall be effective thirty (30) calendar days following the date of the receipt of such notice by the Agency. In no event shall a termination for convenience be deemed a default by County under this Agreement, and a termination for convenience shall not subject the County to any penalty, claim for damages, liquidated damages or any other claim of any type by Agency.

ARTICLE 5
Indemnification and Insurance Requirements

5.1 Indemnification. Agency shall indemnify, defend, and hold harmless Escambia County, and it its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense, including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of the Agency in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Agency relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Agency agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

5.2 Insurance.

5.2.1 The Agency is required to carry the following insurance:

a. Commercial General Liability, Form CG1, with $1,000,00 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

b. Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

c. Professional Liability with $1,000,000 per occurrence minimum limit.

d. Florida statutory Workers' Compensation.

5.2.2 It is understood and agreed by the Parties that in the event that the Agency consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

5.2.3 Agency agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least thirty (30) days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, 213 Palafox Place, Second Floor,

SAMPLE

Pensacola, FL 32502.

5.2.4 The Board of County Commissioners and Escambia County shall be endorsed as "additional insured" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, 213 Palafox Place, Second Floor, Pensacola, FL 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

ARTICLE 6
Miscellaneous

6.1 Independent Contractor. In the performance of this Agreement hereunder, Agency shall at all times be acting in the capacity of an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Agency or as between Participating Departments and Agency. Agency understands and agrees that all persons furnishing services pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Agency and not of the County.

6.2 Notices. All notices required or to be given hereunder shall be in writing to the addresses below and shall be deemed to be been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt request, to the appropriate part, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next-day delivery:

COUNTY:
Office of the County Administrator
Attn: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

AGENCY:

Rejection, or other refusal by the addresses to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

6.4 Public Records. The Agency acknowledges that this agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Agency shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Agency shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Agency agrees

SAMPLE

to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Agency fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Agency seven (7) days written notice, during which period the Agency still fails to allow access to such documents, terminate the Agreement.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

6.5 Confidentiality. All information not subject to disclosure under the Public Records Act that is acquired by Agency in the course of performing services under this Agreement shall be confidential, and shall not be open to examination for any purpose without prior approval of County.

6.6 Entire Agreement. This Agreement represents the entire and integrated agreement between the County and Agency and supersedes all prior negotiation, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Agency and the authorized representative of the County.

6.7 Compliance with Laws. Agency represents that at the time it executes this Agreement it possesses all licenses required by law to operate as a collection agency in the State of Florida, and in carrying out the terms of this Agreement, Agency agrees to comply with all applicable local, state and federal laws, rules or regulations. Specific to Protected Healthcare Information (PHI) submitted between the County and Agency, the Agency shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

6.8 Assignment. Agency shall not assign the Agreement or monies due or to become due hereunder without prior written consent of the County. Violation of this provision shall be grounds for termination of the Agreement for cause and the attempted assignment shall be null and void.

6.9 Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafter or prepared any or all of the terms and provisions hereof.

6.10 Waiver No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of either party to enforce at any time, or from time to time, any provision of

SAMPLE

this Agreement, shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

6.11 Use of County Seal or Letterhead. Agency shall not use or display the official seal of Escambia County or County letterheads on the communications with any debtor without having previously obtained written authorization from the County Administrator.

6.12 Data Linkup. Agency shall establish a data linkup, which will allow County access to information on all accounts indicating the collection efforts made, arrangements established, and monies received. At Agency's own expense, Agency shall provide, install, and maintain a personal computer (PC) and modem for County access to Agency's system. The PC will be placed at a location as determined by the County Administrator. All information will be noted on the accounts placed for collection including financial notes, letter noted, telephone conversation notes, and skip-tracing notes. Training on the use of the system will be provided to County personnel upon request. Agency will bear all associated costs including standard resources, hardware, software, installation and training.

6.13 Records. Agency shall maintain records as provided below:

6.13.1 Record Retention and Inspection: Agency agrees that the County Administrator or any duly authorized representative without advance notice shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement during normal working hours. Such material, including all pertinent cost, accounting, financial records and propriety data, must be kept and maintained by Agency for a period of five (5) years after completion of this Agreement unless County's written permission is given to dispose of material prior to this time.

6.13.2 Files and Records: Agency shall maintain a file on each account containing a record of any and all phone calls, letters, and any other contacts made with the client or third party regarding an account. All such records shall be made available by Agency at a mutually agreeable location in Escambia Count, during the County's normal business hours to representatives of the County for purposes of inspection or audit.

6.13.3 Audit Settlement: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County Conduct an audit of Agency regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than commission paid or owed by County to Agency, then Agency agrees that the difference shall be (1) repaid forthwith by Agency to County by cash payment or (2) at the County's option, credited against any future commission to be paid hereunder to Agency. In addition, Agency shall bear the cost of the audit, including personnel costs, up to the amount of the discrepancy. If such audit finds that County's dollar liability for services provided hereunder is more than fees paid by County to Agency, then the difference shall be paid to Agency and the County will bear its own costs in conducting the audit.

6.14 Credit Reports. If mutually agreed upon by Agency and County, Agency shall report particular accounts or categories of accounts to participating credit bureaus; provided however, Agency need not take any such action is deems unlawful or actionable and shall retain the responsibility of determining the propriety of such acts.

SAMPLE

6.15 Attachment. Agency may utilize the attachment process to enforce a judgement or collect an assigned amount.

6.16 Referral Discretionary. It shall be in County's discretion to refer or not to refer accounts to Agency. The existence of this Agreement does not in any way constitute a guarantee of referrals for collection by Agency, and County retains the option to collect its own debts.

6.17 Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
Escambia Count, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners signing by its County Administrator.

_____
Witness

_____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

AGENCY:

_____
(Name and title of official authorized to sign)

Date: _____

ATTEST:

_____
Corporate Secretary

(Corporate Seal)

SAMPLE

Documentation

ZOLL Data Systems

A subsidiary of ZOLL Medical Corporation

EXHIBIT B
ZOLL DATA SYSTEMS
COLLECTION AGENCY ECM DESCRIPTION OF OUTPUT

Collection Agency ECM

Description of output

Document updated: April 6, 2020
RescueNet Billing file name: Will be provided to awarded Firm

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Configuring the Collection Agency ECM 1
Basic or detailed 1
ASCII file data layout - basic 2
ASCII file data layout - detailed 3
Delimiters 3
Records 3
Example 11

12202 Airport Way, Suite 300
Broomfield, CO 80021 USA
Tel: (303) 801-0000
Fax: (303) 801-0001
www.zolldata.com
Latest docs: www.zolldata.com/documentation/

RescueNet

Configuring the Collection Agency ECM

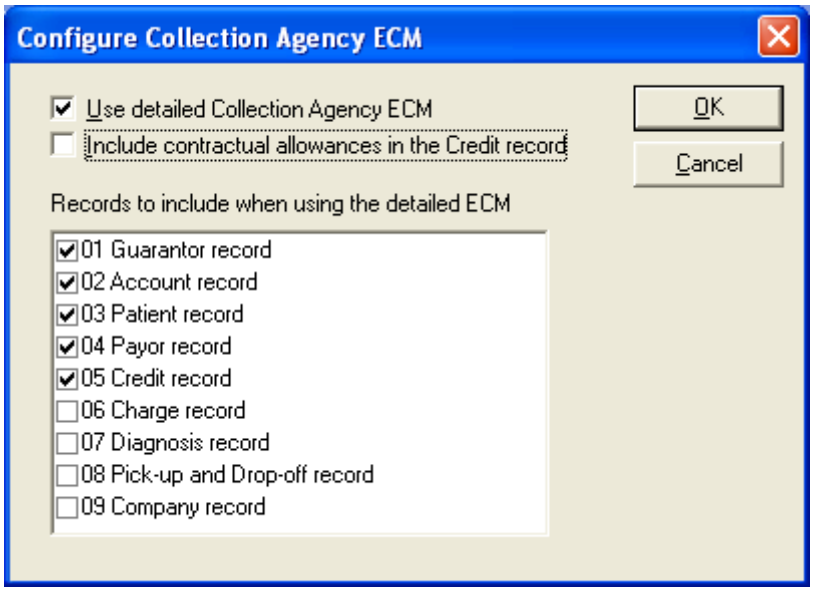
You can use the Collection Agency ECM to create an export file from RescueNet Billing for use by a collection agency. The export file is an ASCII file that can be transmitted via modem, email, BBS, or diskette to the collection agency.

You can generate either a basic or detailed set of data.

Basic or detailed

By default, this ECM generates a basic set of data

1. If you want to generate a detailed set of data, select the **Use detailed standard collection ECM** option.



2. To include contractual allowances in the calculation of the value in the Other Credits field on the output, select **Include contractual allowance in the Credit record**.
3. Select the records you want to have included on the output.

ASCII file data layout - basic

Record Length = 2,339 bytes. Each line is followed by a carriage return + line feed combination.

Field	Start	Length	Notes
Debtor Name	1	30	Responsible party. (Format) Last, First
Address	31	30	
Address 2	61	30	
Address 3	91	30	
City	121	15	
State	136	3	
Zip	139	9	No punctuation
Phone	148	10	No punctuation
Transport Reference #	158	20	Unique run number of the Trip (Format) YY-[run number]
Patient Name	178	30	Customer's name. (Format) Last, First
Date of Last Charge	208	8	(Format) MMDDYY only 6 used. This is also the Trip Date. Field is left justified.
Date of Last Payment	216	8	Field is left justified.
Amount Due › Assigned	224	9	(Format) 2 decimal places - zero filled. 000012300 = $123.00
Date of Birth	233	8	(Format) MMDDYY only 6 used. (Debtor). Field is left justified.
SSN	241	9	(Debtor)
Blank	250	30	Always left blank
Employer	280	30	(Debtor)
Relation To Patient	310	30	Self, Spouse, Child, or Other
RFU (2000 characters)	340	2000	Reserved for Future Use

ASCII file data layout - detailed

Important! On 9/7/2005, a special forms update was released (for 3.80, special forms update version 3.8.0.1111 or later; for 3.70, special forms update version 3.7.3.632 or later). The update changes to the way pick-up and drop-off address information is output in record 08 of the detailed Collection Agency ECM.

Previously, the number of fields output in record 08 depended on whether the addresses include Apt/Ste/Rm address information. Now, if an address doesn't include Apt/Ste/Rm address information, that field will be output as blank. So the number of fields output in record 08 will always be 13.

You must inform your collection agency of this format change to ensure that they can successfully interpret address records you send using this new format.

Delimiters

Each field is delimited by an asterisk (*), including the last field of each record. Each record is delimited by a line feed.

Records

01	Guarantor Record	One per claim
02	Account Record	One per claim
03	Patient Record	One per claim
04	Payor Record	Zero, one, or multiple per claim
05	Credit Record	One per claim
06	Charge Record	One per charge
07	Diagnosis Record	One per complaint
08	Pick-up and Drop-off Record	One per claim
09	Company Record	One per claim

Field description	Value in RescueNet Billing
01 – Guarantor Record	
Record ID	Always “01”
Guarantor Last Name	The last name of the guarantor for the patient; in other words, the guarantor of the Bill Patient-type payor. Source: Customer › Bill Patient type › Guarantor.

Field description	Value in RescueNet Billing
Guarantor First Name	The first name of the guarantor for the patient; in other words, the guarantor of the Bill Patient-type payor. Source: Customer › Bill Patient type › Guarantor.
Guarantor Middle Initial	The middle initial of the guarantor for the patient; in other words, the guarantor of the Bill Patient-type payor. Source: Customer › Bill Patient type › Guarantor.
Guarantor Street Address	The guarantor street address 1. Source: Customer › Bill Patient type › Guarantor › Permanent or residence address 1.
Guarantor Street Address 2	The guarantor street address 2 (Apt, Suite, etc) Source: Customer › Bill Patient type › Guarantor › Permanent or residence address 2.
Guarantor City	The guarantor city Source: Customer › Bill Patient type › Guarantor › Permanent or residence city.
Guarantor State	The guarantor state Source: Customer › Bill Patient type › Guarantor › Permanent or residence state.
Guarantor Zip Code	The guarantor ZIP Code Source: Customer › Bill Patient type › Guarantor › Permanent or residence ZIP Code.
Guarantor Phone Number	The guarantor phone number. Source: Customer › Bill Patient type › Guarantor › Phone Number. Format: 9999999999 (area code + phone number, no spaces).
Guarantor Date Of Birth	The guarantor date of birth. Source: Customer › Bill Patient type › Guarantor › Date of Birth. Format: MMDDCCYY.
Guarantor Social Security Number	The guarantor social security number. Source: Customer › Bill Patient type › Guarantor › Social Security Number Format: 999999999.

Field description	Value in RescueNet Billing
Guarantor Employer	The name of the guarantor's employer. Source: Customer › Bill Patient type › Guarantor › Employer Name.
Relationship of Patient to Guarantor	The relationship of the patient to the guarantor in the Bill Patient-type payor for the patient. Source: Customer › Bill Patient type › Guarantor relationship Format: 1 = Self; 2 = Spouse; 3 = Child; 4 = Other.
02 – Account Record	
Record ID	Always "02"
Account Number	The 2-digit year plus the run number. Format: YY99999999.
Amount Paid by Patient	The total amount of any Payment-type (Credit As) credits that have been posted for the Bill Patient-type payor. Format: If amount is a whole dollar amount, the decimal point and decimal places are not output.
Date of Payment by Patient (if applicable)	The date of the most recent payment from Amount Paid by Patient field, if applicable. Source: Trip › Credits › Payment-type (Credit As) credits that have been posted for the Bill Patient-type payor › Deposit date Format: MMDDCCYY.
Date of Service	The trip date. Format: MMDDCCYY.
Total Charge	The total of all charges on all legs of the claim being sent to collection. Source: Trip › Charges › Total of all charges on all legs. Format: If amount is a whole dollar amount, the decimal point and decimal places are not output.
03 - Patient Record Some of the information might be left blank if the guarantor' relationship to the patient is SELF.	
Record ID	Always "03"

Field description	Value in RescueNet Billing
Patient Last Name (only if relationship to patient is other then SELF)	Source: Customer › Last Name.
Patient First Name (only if relationship to patient is other then SELF)	Source: Customer › First Name.
Patient Middle Initial (only if relationship to patient is other then SELF)	Source: Customer › Middle Initial.
Patient Street Address (only if relationship to patient is other than SELF)	The customer street address 1. Source: Customer › Permanent or residence address 1.
Patient Street Address 2 (only if relationship to patient is other than SELF)	The customer street address 2 (Apt, Suite, etc). Source: Customer › Permanent or residence address 2.
Patient City (only if relationship to patient is other than SELF)	The customer city. Source: Customer › Permanent or residence city.
Patient State (only if relationship to patient is other then SELF)	The customer state. Source: Customer › Permanent or residence state.
Patient Zip Code (Only if relationship to patient is other than SELF)	The customer ZIP Code. Source: Customer › Permanent or residence ZIP Code.
Patient Phone Number (Only if relationship to patient is other than SELF)	The customer phone number. Source: Customer › Phone Number. Format: 9999999999 (area code + phone number, no spaces).
Patient Date of Birth (Only if relationship to patient is other than SELF)	Source: Customer › Date of Birth Format: MMDDCCYY.
Patient Social Security Number (Only if relationship to patient is other than SELF)	Source: Customer › Social Security Number. Format: 999999999 (no dashes).

Field description	Value in RescueNet Billing
Deceased status of Patient	This field indicates whether the patient is deceased. Source: Customer › Deceased › Yes or No. Format: 0 = Not deceased; 1 = Deceased.
Deceased date	If the patient is deceased, then the date the patient deceased. Otherwise, left blank. Source: Customer › Deceased date.
04 – Payor Record The patient's payor information is output in this record. The details are output for every Medicare-, Medicaid-, or Insurance-type payor, in the order they appear in the customer's list of payors.	
Record ID	Always "04"
Payer Billing Description	Source: Customer › Payer › Billing Description.
Payer Address	Source: Customer › Payer › Address 1.
Payer City	Source: Customer › Payer › City.
Payer State	Source: Customer › Payer › State.
Payer Zip Code	Source: Customer › Payer › Zip Code.
Recipient ID	Source: Customer › Payer › ID number.
Recipient Group	Source: Customer › Payer › Group information.
Payment from this Payor	The total of all Payment-type (Credit As) credits on all legs of the trip that have been by this payor toward the claim being submitted. Source: Trip (all legs) › Payment credits for this payor.
Payment Date for Payment	If at least one payment was made by this payor, the most recent payment date (deposit date) is output. Otherwise, left blank. Source: Trip › Credits › Payment deposit date for most recent payment, if applicable. Format: MMDDCCYY.
05 – Credit Record This record contains additional credit information, including any credits with Credit as types of Revenue Adjustment or Write-off that have been applied to the trip.	
Record ID	Always "05"

Field description	Value in RescueNet Billing
Other Credits toward Balance	The total of all other Revenue Adjustment or Write-off credits. Format: If amount is a whole dollar amount, the decimal point and decimal places are not output.
Balance Due	The total of all charges on all legs minus all credits. Format: If amount is a whole dollar amount, the decimal point and decimal places are not output.
06 – Charge Record An 06 record is output for each charge on the trip.	
Record ID	Always "06"
HCPCS Code	If there is an override HCPCS code associated with the charge at the charge level, it is output. Otherwise, if a default HCPCS code is associated with the charge at the trip level, it is output. Otherwise, an asterisk is output. Override HCPCS source: Call Taking › 3 - Billing tab › Charges › Edit › Override HCPCS. Default HCPCS source: Call Taking › 3- Billing tab › Charges › HCPCS.
HCPCS Description	The charge description is output. Source: Call Taking › 3 - Billing tab › Charges › Charge.
Amount	The gross amount of the charge (contractual allowance amounts or payments associated with the charge are NOT subtracted). Format: If amount is a whole dollar amount, the decimal point and decimal places are not output. Source: Call Taking › 3 - Billing tab › Charges › Price.
Quantity	The number of units associated with the charge. Source: Call Taking › 3 - Billing tab › Charges › Qty.
07 – Diagnosis Record An 07 record is output for each complaint on the trip; however, any duplicates are disregarded. For example, if the same complaint is added to both the A and B legs of a trip, it is only output once.	
Record ID	Always "07"

Field description	Value in RescueNet Billing
ICD-9 Code	The ICD-9 code for the complaint is output. If there is a decimal included in the ICD-9 code, it is included in the output. Source: Call Taking › 2 – Medical tab / Complaints / ICD-9
ICD9 Description	The description of the complaint. Source: Call Taking › 2 - Medical tab › Complaints.
08 – Pick-up and Drop-off Record	
Record ID	Always “08”
Pick-up Facility Name	If the pick-up facility is the customer’s residence, “Residence” is output. If the pick-up facility is the scene of an accident, an asterisk is output. Otherwise, the facility name is output. Source: Call Taking › 1 - Service tab › Pick-up › Facility.
Pick-up Facility Address	If the pick-up facility is the customer’s residence, an asterisk is output. The facility street address is output, followed by an asterisk. If there is an Apt., Suite, or Room associated with the facility’s address, it is output, followed by an asterisk. If there is no Apt., Suite, or Room associated, just the asterisk is output. Source: Call Taking › 1 - Service tab › Pick-up › Address, Apt, Ste, Rm.
Pick-up Facility City	If the pick-up facility is the customer’s residence or there is no city associated with the facility, an asterisk is output. Otherwise, the facility city is output. Source: Call Taking › 1 - Service tab › Pick-up › City.
Pick-up Facility State	If the pick-up facility is the customer’s residence, or there is no state associated with the facility, an asterisk is output. Otherwise, the facility state is output. Source: Call Taking › 1 - Service tab › Pick-up › State.

Field description	Value in RescueNet Billing
Pick-up Facility ZIP Code	If the pick-up facility is the customer's residence, or there is no ZIP Code associated with the facility, an asterisk is output. Otherwise, the facility ZIP Code is output. Source: Call Taking › 1 - Service tab › Pick-up › ZIP.
Drop-off Facility Name	If the drop-off facility is the customer's residence, "Residence" is output. If the drop-off is neither the customer's residence, nor a facility, an asterisk is output. Otherwise, the facility name is output. Source: Call Taking › 1 - Service tab › Drop-off › Facility.
Drop-off Facility Address	If the drop-off facility is the customer's residence, an asterisk is output. The facility street address is output, followed by an asterisk. If there is an Apt., Suite, or Room associated with the facility's address, it is output, followed by an asterisk. If there is no Apt., Suite, or Room associated, just the asterisk is output. Source: Call Taking › 1 - Service tab › Drop-off › Address, Apt, Ste, Rm.
Drop-off Facility City	If the drop-off facility is the customer's residence or there is no city associated with the facility, an asterisk is output. Otherwise, the facility city is output. Source: Call Taking › 1 - Service tab › Drop-off › City.
Drop-off Facility State	If the drop-off facility is the customer's residence, or there is no state associated with the facility, an asterisk is output. Otherwise, the facility state is output. Source: Call Taking › 1 - Service tab › Drop-off › State.
Drop-off Facility Zip Code	If the drop-off facility is the customer's residence, or there is no ZIP Code associated with the facility, an asterisk is output. Otherwise, the facility ZIP Code is output. Source: Call Taking › 1 - Service tab › Drop-off › ZIP

Field description	Value in RescueNet Billing
09 – Company Record	
Record ID	Always “09”
Company Name	Company name is output. Blank if company name is left blank. Source: Call Taking › 1 – Service tab › Company
Company Address Line 1	Address configured in Pay-to button or Edit company dialog in administration.
Company Address Line 2	Address configured in Pay-to button or Edit company dialog in administration.
Company City	City configured in Pay-to button or Edit company dialog in administration.
Company State	State configured in Pay-to button or Edit company dialog in administration.
Company ZIP	ZIP configured in Pay-to button or Edit company dialog in administration.
Company Phone Number	Phone number configured for company in administration.

Example

01*Parsons*Casey**1800 38th Street*Suite 200*Boulder*CO*80301*3038010000*04181968*123456789*Pinpoint Technologies*1*

02*019999999*600.95*12152001*12012001*1250*

03**********0**

04*Medicare*1215 Main Street**Boulder*CO*80301*12345*1234*125.05*12122001*

05*175.50*310.75*

06*A0123*BLS Base Rate*200.50*1*

06*A0456*BLS Mileage*50*5*

07*478.1*Nose Pain*

07*784.7*Nosebleed*

08*Residence*****Boulder Community Hospital*2000 Broadway*Boulder*CO*80303

09*My Company*1 Main Street*Suite 100*Boulder*CO*80301*(303) 801-1000 Ext. 123*

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 20, 2020

To: All Known Prospective Bidders

Addendum Number : 1

RE: Re-Solicit Secondary Collections Agency for Public Safety/EMS

Solicitation Identification Number PD 19-20.094

All:

This notice is to provide for Acknowledgment of Addendum 1.

The following information is provided:

PD 19-20.094 Bids Due for Re-Solicit Secondary Collections Agency for Public Safety/ EMS

Date: 10/8/2020

Time: 2:00 PM

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of you having received same. You may photocopy for your record.

Sincerely,

Lawrence Gordon

Lawrence A. Gordon
Purchasing Specialist

For

Jeffry Lovingood

Purchasing Coordinator

Enclosures

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 21, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 19-20.094 Re-Solicit Secondary Collections Agency for Public Safety and EMS

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for a clarification regarding the Pre-Solicitation Conference and Bid due date.

The following are the update dates and times:

Event	Old Date	New Date
Pre-Solicitation Conference:	~~September 16 @ 10:30 AM~~	September 30 @ 9:00 AM CDT
Audio-Video Presentation: Click Here	Audio-Only: (863) 333-5817 ID 239 664 212#	
Bid Due Date:	~~October 01 @ 2:00 PM CDT~~	October 08 @ 2:00 PM CDT
Audio-Video Presentation: Click Here	Audio-Only: (863) 333-5817 ID 868 174 87#	

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 30, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 19-20.094 Re-Solicit Secondary Collections Agency for Public Safety and EMS

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides for a clarification regarding the last date for questions and an update to one in the Scope of Work.

The following are the updates:

- Final Date for Questions: ~~September 24 @ 5:00 PM~~ October 5 @ 5:00 PM CDT
- Special Terms and Conditions, Section 2(A)(5)(a) states that the Contractor shall possess "Satisfactory completion of at least one year of ground ambulance billing."

  While the County prefers that the awarded vendor have this experience, it is not required to bid.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 6, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 19-20.094 Re-Solicit Secondary Collections Agency for Public Safety and EMS

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 4 provides for a clarification regarding the following question:

Question: Please clarify how old the accounts will be when placed. Will they be a year old, six months old, or 120 days old?

Answer: With our current policy, the bad debt approval goes to the Board of County Commissioners once a year. Therefore some account aging would cover 120 days - one year. The selected collection agency would have to work those accounts. All accounts would need to appear on the patient's credit report. For accounts aging under one year old, the patient possible may provide their health insurance information to be file. Depending on the timeline, some claims may not be able to file to health insurance.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records. If your firm has already submitted a proposal response and this Addendum 4 has no impact on the proposal, you are welcome to email your acknowledgement of this form.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Bid Distribution List
Sent to 50 Registrants representing 43 Firms

Re-Solicit Secondary Collections Agency for Public Safety EMS
PD 19-20.094

DateAdded	CompanyName	EmailAddress	Subject	EventType
9/3/2020 8:46	Account Control Technology Inc.	rfp@accountcontrol.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Applied Business Services	acox@abs-sca.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Armstrong and Associates	tdwatts@arserv.com	Escambia County - PD 19-20.094 R	deliver
9/20/2020 16:18	CCN	sales@elsos.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	CCS	jfountain@ccsusa.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Credit Adjustments Inc	ross.berry@caiarm.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Credit Adjustments Inc.	shawn.kairis@caiarm.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Data Driven Safety	dayneetherton@datadrivensafety.com	Escambia County - PD 19-20.094 R	deliver
9/30/2020 10:40	Diversified Adjustment Service	kzurek@diversifiedadjustment.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	DIVERSIFIED ADJUSTMENT SERVICE INCORPORATED	prt@diversifiedadjustment.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	DPS Recovery LLC	anthony@dpsrecovery.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	EFI Consulting	david.damron@eficonsulting.net	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Enterprise Pals Inc.	nazim@enterprisepals.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Evolve Business Solutions	tammyp@evolve-business.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	F.H. Cann & Associates	cmantai@fhcann.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	FEDChex Recovery LLC	jochoa@fedchex.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	FEDChex Recovery LLC dba FCR Collection Services	bdube@fedchex.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	FirstPoint Collection Resources Inc.	jwilliams@firstpointresources.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	FOX Collection Center	jwyman@foxcollection.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Gila Corporation d.b.a. Municipal Services Bureau (MSB)	dora.rodriguez@gilacorp.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Gila Corporation d.b.a. Municipal Services Bureau (MSB)	ken.duncan@gilacorp.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	I.C. System Inc.	mpollard@icsystem.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	LifeQuest Services	mbafia@lifequest-services.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	LifeQuest Services	payotte@lifequest-services.com	Escambia County - PD 19-20.094 R	deliver
9/21/2020 1:30	MED-BILL CORPORATION	BRANDON@GETMEDBILL.COM	Escambia County - PD 19-20.094 R	deliver
9/20/2020 16:09	MED-BILL CORPORATION	dborden@getmedbill.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	MedCo Services	gwilder@medcoservices.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Medical Solutions Unlimited Inc	medicalsolutions@hughes.net	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Merchants Association Collection Division Inc	brian.striker@sherloqsolutions.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Municipal Collection Services Inc.	tknoll@mcsicollections.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Municipal Service Bureau	msbbids@navient.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	National Medical Administrators Inc.	wpinkney@nmacollections.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	NATIONWIDE CREDIT & COLLECTION INC	aklein@ncc.us	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Net Gain Marketing	doc.mirino@mygovwatch.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Net Gain Marketing	docmirino1@gmail.com	Escambia County - PD 19-20.094 R	deliver

Bid Distribution List

Re-Solicit Secondary Collections Agency for Public Safety EMS

Sent to 50 Registrants representing 43 Firms

PD 19-20.094

DateAdded	CompanyName	EmailAddress	Subject	EventType
9/20/2020 15:44	NSCPLUS INC	ncsplustd@gmail.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	ONLINE Information Services Inc.	amanda@onlineis.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	ONLINE INFORMATION SERVICES INC.	sales@onlineis.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Penn Credit Corporation	marketing@penncredit.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Professional Recovery Consultants	pmiller@prorecoveryinc.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Rash Curtis & Associates	ralph.keith@rashcurtis.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	REGIONAL CREDIT SERVICES	angela.weiss@regionalcredit.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	RTR Financial Services Inc.	ndavidson@rtrfs.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Sherloq Solutions	collin.wydo@sherloqsolutions.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Southwest Credit Systems LP	kbennick@swcgroup.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	T2 Systems Inc	samson.david@t2systems.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	TCM Inc.	brett@tcmcollects.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	United Financial Management Services Inc.	tom@go-ufms.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	Valley Collection Service LLC	scott@valleycollection.com	Escambia County - PD 19-20.094 R	deliver
9/3/2020 8:46	West Publishing Corporation	westlaw.bids@thomsonreuters.com	Escambia County - PD 19-20.094 R	deliver

Bid Analytics

Re-Solicit Secondary Collections Agency for Public Safety EMS

Solicitation Viewed by 41 Firms Downloaded by 33

PD 19-20.094

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
9/22/2020 8:49	Armstrong and Associates	Dale	Watts	tdwatts@arserv.com	Viewed	None
9/22/2020 8:50	Armstrong and Associates	Dale	Watts	tdwatts@arserv.com	Downloaded	None
10/16/2020 16:29	Ayâ€™notyal	Cornelius	Pope	Cprentalsllc@yahoo.com	Viewed	Minority;SDVOSB;VOSB;WOSB
10/16/2020 16:29	Ayâ€™notyal	Cornelius	Pope	Cprentalsllc@yahoo.com	Downloaded	Minority;SDVOSB;VOSB;WOSB
9/4/2020 16:33	Cantrell Consulting Co.	Jules	Cantrell	jcantrellconsulting@gmail.com	Viewed	None
9/4/2020 16:34	Cantrell Consulting Co.	Jules	Cantrell	jcantrellconsulting@gmail.com	Downloaded	None
9/8/2020 10:15	CCN	Steve	Ruderman	sales@elsos.com	Viewed	None
9/8/2020 10:16	CCN	Steve	Ruderman	sales@elsos.com	Downloaded	None
10/6/2020 18:54	clc services llc	Catherine```	Carter	clcservices2018@yahoo.com	Viewed	WOSB
9/25/2020 17:49	Deltek	Source	Management	sourcemanagement@deltek.com	Viewed	None
9/25/2020 17:50	Deltek	Source	Management	sourcemanagement@deltek.com	Downloaded	None
10/7/2020 19:43	DH and Company	Dara	Harsh	daraharsh@gmail.com	Viewed	None
9/30/2020 19:29	DH and Company	Dara	Harsh	daraharsh@gmail.com	Downloaded	None
10/9/2020 23:05	Diversified Adjustment Service	Kathleen	Zurek	kzurek@diversifiedadjustment.com	Viewed	WBE
10/9/2020 23:08	Diversified Adjustment Service	Kathleen	Zurek	kzurek@diversifiedadjustment.com	Downloaded	WBE
9/4/2020 15:45	DIVERSIFIED ADJUSTMENT SERVICE INCORP	Kathleen	Zurek	prt@diversifiedadjustment.com	Viewed	WOSB
9/4/2020 15:45	DIVERSIFIED ADJUSTMENT SERVICE INCORP	Kathleen	Zurek	prt@diversifiedadjustment.com	Downloaded	WOSB
9/3/2020 17:14	EMS Consultants	Adam	Patterson	apatterson@emscltd.com	Viewed	None
9/3/2020 17:14	EMS Consultants	Adam	Patterson	apatterson@emscltd.com	Downloaded	None
9/11/2020 13:58	Envirobidnet.com an Entram Corp.	Cathleen	Cavanagh	catcav12@outlook.com	Viewed	None
9/3/2020 14:13	FEDChex Recovery LLC dba FCR Collection Se	Bryan	Dube	bdube@fedchex.com	Viewed	None
9/3/2020 14:13	FEDChex Recovery LLC dba FCR Collection Se	Bryan	Dube	bdube@fedchex.com	Downloaded	None
10/22/2020 7:56	FirstPoint Collection Resources Inc.	Jason	Williams	jwilliams@firstpointresources.com	Viewed	None
10/22/2020 7:56	FirstPoint Collection Resources Inc.	Jason	Williams	jwilliams@firstpointresources.com	Downloaded	None
9/22/2020 13:39	fl research inc.	Rick	Cole	info@flresearch.com	Viewed	None
9/22/2020 13:40	fl research inc.	Rick	Cole	info@flresearch.com	Downloaded	None
10/6/2020 9:41	Gorilla Stationers	Lucky Ryan	Rosende	ryan@gorillastationers.com	Viewed	None
9/28/2020 10:09	Gulf Coast Collection Bureau	Jack	Brown	brown3@gulfcoastcollection.com	Viewed	None
9/23/2020 14:56	Gulf Coast Collection Bureau	Jack	Brown	brown3@gulfcoastcollection.com	Downloaded	None
10/9/2020 9:55	I.C. System Inc.	Mark	Pollard	mpollard@icsystem.com	Viewed	WOSB
10/9/2020 9:56	I.C. System Inc.	Mark	Pollard	mpollard@icsystem.com	Downloaded	WOSB
9/9/2020 13:50	II BRYANT IV DISTRIBUTION LLC	Allen	Bryant	arbryant1@juno.com	Viewed	EDWOSB;Minority;SDVOSB;VOSB;WOSB
9/24/2020 15:08	ImageTrend Inc.	Michael	Mcbrady	proposals@imagetrend.com	Viewed	None
10/9/2020 8:49	LifeQuest Services	Michael	Bafia	mbafia@lifequest-services.com	Viewed	None
10/9/2020 8:51	LifeQuest Services	Michael	Bafia	mbafia@lifequest-services.com	Downloaded	None
9/30/2020 12:03	MED-BILL CORPORATION	BRANDON	DRISCOLL	BRANDON@GETMEDBILL.COM	Viewed	WBE
9/30/2020 12:04	MED-BILL CORPORATION	BRANDON	DRISCOLL	BRANDON@GETMEDBILL.COM	Downloaded	WBE
10/9/2020 9:51	MedCo Services	Greg	Wilder	gwilder@medcoservices.com	Viewed	None
10/9/2020 9:19	MedCo Services	Greg	Wilder	gwilder@medcoservices.com	Downloaded	None

Bid Analytics

Re-Solicit Secondary Collections Agency for Public Safety EMS

Solicitation Viewed by 41 Firms Downloaded by 33

PD 19-20.094

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
9/3/2020 8:46	Municipal Collection Services Inc.	Tom	Knoll	tknoll@mcsicollections.com	Viewed	WOSB
9/3/2020 8:46	Municipal Collection Services Inc.	Tom	Knoll	tknoll@mcsicollections.com	Downloaded	WOSB
9/22/2020 13:47	National Medical Administrators Inc.	William	Pinkney	wpinkney@nmacollections.com	Viewed	None
9/22/2020 13:51	National Medical Administrators Inc.	William	Pinkney	wpinkney@nmacollections.com	Downloaded	None
10/6/2020 10:49	NATIONWIDE CREDIT & COLLECTION INC	Alex	Klein	aklein@ncc.us	Viewed	None
10/6/2020 10:50	NATIONWIDE CREDIT & COLLECTION INC	Alex	Klein	aklein@ncc.us	Downloaded	None
10/9/2020 9:05	Net Gain Marketing	Doc	Mirino	docmirino1@gmail.com	Viewed	None
10/9/2020 9:06	Net Gain Marketing	Doc	Mirino	docmirino1@gmail.com	Downloaded	None
9/11/2020 6:17	North America Procurement Council Inc. PB(	Eric	Johnson	bids@napc.me	Viewed	None
10/3/2020 8:01	North America Procurement Council Inc. PB(	Eric	Johnson	sourcemanagement@napc.me	Viewed	None
9/22/2020 7:02	North America Procurement Council Inc. PB(	Eric	Johnson	sourcemanagement@napc.me	Downloaded	None
9/18/2020 14:49	NSCPLUS INC	Tina	Davis	ncsplustd@gmail.com	Viewed	None
9/18/2020 14:49	NSCPLUS INC	Tina	Davis	ncsplustd@gmail.com	Downloaded	None
9/22/2020 21:38	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority
10/6/2020 10:21	Penn Credit Corporation	Rhett	Donagher	marketing@penncredit.com	Viewed	None
10/6/2020 10:22	Penn Credit Corporation	Rhett	Donagher	marketing@penncredit.com	Downloaded	None
10/9/2020 8:21	Rash Curtis & Associates	Ralph	Keith	ralph.keith@rashcurtis.com	Viewed	None
10/9/2020 8:21	Rash Curtis & Associates	Ralph	Keith	ralph.keith@rashcurtis.com	Downloaded	None
10/8/2020 8:32	Revenue Guard Medical Claims	Steven	Morley	smorley@revenueguard.com	Viewed	None
10/8/2020 8:32	Revenue Guard Medical Claims	Steven	Morley	smorley@revenueguard.com	Downloaded	None
9/23/2020 15:10	Roads Inc. of NWF	Stevan	Hite	stevan@roadsinc.com	Viewed	None
9/9/2020 5:23	SevenOutsource	Steve	Walse	rfpalerts@gmail.com	Viewed	None
9/9/2020 5:23	SevenOutsource	Steve	Walse	rfpalerts@gmail.com	Downloaded	None
10/14/2020 13:18	Sherloq Solutions	Collin	Wydo	collin.wydo@sherloqsolutions.com	Viewed	None
10/9/2020 8:24	Sherloq Solutions	Collin	Wydo	collin.wydo@sherloqsolutions.com	Downloaded	None
9/21/2020 13:44	T2 Systems Inc	Samson	David	samson.david@t2systems.com	Viewed	None
9/21/2020 13:44	T2 Systems Inc	Samson	David	samson.david@t2systems.com	Downloaded	None
10/9/2020 10:29	TCM Inc.	Brett	Marlar	brett@tcmcollects.com	Viewed	WOSB
10/9/2020 10:30	TCM Inc.	Brett	Marlar	brett@tcmcollects.com	Downloaded	WOSB
9/7/2020 21:34	The Bid Lab	Robert	Pisko	robertp@thebidlab.com	Viewed	None
9/7/2020 21:35	The Bid Lab	Robert	Pisko	robertp@thebidlab.com	Downloaded	None
9/4/2020 11:50	United Financial Management Services Inc.	Thomas	Hynes	tom@go-ufms.com	Viewed	None
9/4/2020 11:50	United Financial Management Services Inc.	Thomas	Hynes	tom@go-ufms.com	Downloaded	None
10/9/2020 10:46	Valley Collection Service LLC	Scott	Maxam	scott@valleycollection.com	Viewed	None
10/9/2020 10:46	Valley Collection Service LLC	Scott	Maxam	scott@valleycollection.com	Downloaded	None

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 19-20.094 **Solicitation Name:** Re-Solicit Secondary Collections Agency for Public Safety & EMS								
Bid Opening Time: **Bid Opening Date:** **Bid Opening Location:** Office of Purchasing **Name of Bidder(s)**	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Secondary Collections Agency Percentage	
Collections Bureau of Ft. Walton Beach, Inc.	Y	Y	Y	Y	Y	Y	Y	14.98%	
Diversified Adjustment Service, Inc.	Y	Y	Y	Y	Y	Y	Y	12.40%	
FirstPoint Collection Resources, Inc.	Y	Y	Y	Y	Y	Y	Y	11.95%	
Gulf Coast Collection Bureau, Inc.	Y	Y	Y	Y	Y	Y	Y	15.00%	
IC System, Inc	Y	Y	Y	Y	Y	Y	Y	23.00%	
K.B.R., Inc. d/b/a Rash Curtis & Associates	Y	Y	Y	Y	Y	Y	Y	11.00%	
Life Line Billing Systems, LLC d/b/a LifeQuest Services	Y	Y	Y	Y	Y	Y	Y	9.00%	
Sherloq Financial	Y	Y	Y	Y	Y	Y	Y	9.50%	
Tennessee Credit Management, Inc.	Y	Y	Y	Y	Y	Y	Y	12.00%	
Uptain Group, Inc.	Y	Y	Y	Y	Y	Y	Y	22.00%	
Bids Opened By: Jeff Lovingood, Purchasing Coordinator			**Date:** 10/8/2020		**Status:**				
Bids Tabulated By: Jeff Lovingood, Purchasing Coordinator			**Date:** 10/8/2020		UNDER REVIEW				
Bids Witnessed By: Tamika Williams, Division Manager			**Date:** 10/8/2020		**CAR Date:**		**BCC Date:**		

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: October 8, 2020 at 3:30 PM

Form Completed By: **JDL**

JDL

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 19-20.094 **Solicitation Name:** Re-Solicit Secondary Collections Agency for Public Safety & EMS								
Bid Opening Time: 2:00 PM **Bid Opening Date:** 10/8/2020 **Bid Opening Location:** Office of Purchasing **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Secondary Collections Agency Percentage
Collections Bureau of Ft. Walton Beach, Inc.		Y	Y	Y	Y	Y	Y	Y	14.98%
Diversified Adjustment Service, Inc.		Y	Y	Y	Y	Y	Y	Y	12.40%
FirstPoint Collection Resources, Inc.		Y	Y	Y	Y	Y	Y	Y	11.95%
Gulf Coast Collection Bureau, Inc.		Y	Y	Y	Y	Y	Y	Y	15.00%
IC System, Inc		Y	Y	Y	Y	Y	Y	Y	23.00%
K.B.R., Inc. d/b/a Rash Curtis & Associates		Y	Y	Y	Y	Y	Y	Y	11.00%
Life Line Billing Systems, LLC d/b/a LifeQuest Services		Y	Y	Y	Y	Y	Y	Y	**9.00%**
Sherloq Financial		Y	Y	Y	Y	Y	Y	Y	9.50%
Tennessee Credit Management, Inc.		Y	Y	Y	Y	Y	Y	Y	12.00%
Uptain Group, Inc.		Y	Y	Y	Y	Y	Y	Y	22.00%
Valley Collection Service, LLC		**NO BID**							
Bids Opened By:	Jeff Lovingood, Purchasing Coordinator			**Date:**	10/8/2020	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Coordinator			**Date:**	10/8/2020	**RECOMMENDATION TO AWARD**			
Bids Witnessed By:	Tamika Williams, Division Manager			**Date:**	10/8/2020	**CAR Date:**	10/26/2020	**BCC Date:**	11/5/2020

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** **LIFE LINE BILLING SYSTEMS, LLC d/b/a LIFEQUEST SERVICES**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: **10/12/20 12:00 AM** **Form Completed By:** **JDL**

AGREEMENT FOR SECONDARY COLLECTIONS AGENCY SERVICES (P.D. 19-20.094)

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Life Line Billing Systems, L.L.C. d/b/a LifeQuest Services (hereinafter referred to as "Agency"), a foreign for-profit corporation authorized to transact business in the State of Florida, FEI/EIN 46-1232045, whose principal address is N2930 State Road 22, Wautoma, WI 54982 (each at times referred to as "Party" or, collectively, as "Parties").

WITNESSETH:

WHEREAS, on September 2, 2020, the County issued an Invitation to Bid (P.D. 19-20.094) seeking the services of an agency to perform secondary collections services for past due accounts of the County's Department of Public Safety, Division of Emergency Medical Services; and

WHEREAS, Agency was the most responsive and responsible bidder proposing to provide such secondary collections services; and

WHEREAS, the County recognizes that the collection of such past due monies owed to the County is essential to the financial safety and welfare of the residents of Escambia County; and

WHEREAS, the County desires to enter into an agreement with the Agency for the provision of such services as set forth herein.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Agency agree as follows:

ARTICLE 1
Recitals

1.1 Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

ARTICLE 2
Scope of Services

2.1 Collection of Accounts. Agency shall serve as the secondary collections agency for all accounts of the Department of Public Safety, Division of Emergency Medical Services (EMS) that are referred by the County in accordance with the terms and conditions as outlined in *Escambia County's Invitation to Bidders, Re-Solicit Secondary Collections Agency for Public Safety/EMS, Specification Number P.D. 19-20.094*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibits referenced herein and this Agreement, the terms of this Agreement shall prevail.

2.2 Minimum Collection Activity. For each account, Agency shall provide, at a minimum, as follows:

(a) Upon initial assignment, Agency will immediately send a letter to each debtor. Within ten (10) calendar days of receipt of account, Agency shall attempt to call each debtor with a balance greater than $25.00.

(b) Every account without a valid address possessing a balance of $25 or more will receive skip tracing efforts.

(c) Agency shall assess each account and continue activation with either a letter series or phone calls.

(d) Agency shall monitor all account payments initiated.

2.3 Collection Methodology. Agency shall establish the collection methodology once a debtor is contacted to include the appropriate telephone script to be utilized. Agency will advise County of the methodology of all collection services and adhere to County's input. While the Agency shall remain responsible for compliance with applicable laws, the County expressly reserves the right to approve such collection methods utilized by the Agency for all County referred accounts.

2.4 Timeline for Collection. Unless the County should provide written notice to return an account, Agency shall retain all accounts until the expiration or termination of this Agreement. The County shall retain full discretion to remove an account at any time.

2.5 Agency Collections. Agency will accept payments on all assigned accounts. Agency may not collect any interest, service, or carrying charges on any account unless otherwise instructed to do so in writing by the County. Agency shall be solely responsible for all costs or expenses, including, but not limited to, attorneys' fees and court costs incurred by the Agency in the collection of the referred accounts. Agency may arrange payment schedules within the debtor's current income and ability to pay.

Agency may bill any insurance(s) determined for any referred account, other than Medicare Part B, Florida Medicaid, or Alabama Medicaid. These accounts shall be returned to Escambia County EMS Billing Office for appropriate insurance billing.

2.6 Payments Received. Agency shall deposit all payments collected in an interest-bearing account and shall distribute such funds plus any interest accrued to the County on a monthly basis to the Clerk of the Circuit Court or as directed by the County. Agency shall, in turn, receive its collection fee based on the amount received from the debtor and the applicable rate.

2.7 Reporting Requirements.

2.7.1 Placement Summary Reports: Within two (2) business days of receiving a referral from the County, Agency shall acknowledge receipt of the account(s) by providing a Placement Summary Report, which at a minimum shall contain the account number and total dollar amount of the referral.

2.7.2 Monthly Reports: In a manner prescribed or acceptable to the County, Agency shall submit a monthly report with an alphabetical listing of all accounts, noting all payments collected since the prior report, noting any accounts against which collection efforts have commenced, recommending actions to be taken on problem accounts, and summarizing receipts and other actions on accounts by month of assignment. Agency

shall submit reports no later than the 15th day following the month that is the subject of the report.

2.7.3 Uncollectable Accounts: On a monthly basis, Agency shall also submit a report of all accounts which, after making every reasonable effort to collect, Agency has deemed uncollectable. The report must contain, at a minimum, the debtor's name, the debtor's most recent address and telephone number, and the patient account number. At the request of County, Agency shall further document its effort to collect any specific amount.

Agency shall make a determination and advise the County as to whether or not the debt may be recovered through litigation. Unless otherwise directed, Agency shall return such accounts to County and shall have no right to a commission for any sums thereafter collected upon these accounts. Such returns shall be made in a format acceptable to the County.

2.7.4 Quarterly Reports: No less than quarterly, Agency shall submit a quarterly report to include a list of all open accounts and the status of such accounts including payments, requested adjustments, skip tracing activities and results.

2.7.5 Yearly Reports: On an annual basis, Agency shall furnish a report summarizing the activity of all accounts during the preceding year.

2.7.6 Complaint Reporting: Agency shall provide County with a copy of any and all letter(s) of complaint within ten (10) calendar days of receipt by the Agency, and the County will provide Agency a copy of any notice of complaint received by it within ten (10) calendar days of receipt by the County.

Within thirty (30) calendar days of receipt of a complaint or notice of a complaint, Agency will provide a written report to the County informing the County of the disposition of each complaint. Minimum elements of the complaint report will include a statement of the complaint, results of the complaint investigation by Agency, identification of the collector(s) involved, and a positive statement of corrective action taken to avoid recurrence of such a complaint in the future. Upon request of the County, Agency shall remove any employee from the future collection of County referred accounts.

2.8 Quality Control. Agency agrees to maintain a quality assurance program for its employees including, but not be limited to, periodic instruction in the lawful and ethical practices of account collection. Additionally, Agency shall affirm that none of the Agency's employees or Contractors is prohibited from doing business with the Centers for Medicare and Medicaid Services as evidence that they are routinely checked on a monthly basis against the Office of Inspector Generals' List of Excluded Individuals and Entities database.

2.9 Compliance with Laws. Agency shall at all times undertake to collect County referred accounts through all ethical and lawful means. In the performance of this Agreement, Agency shall comply with all applicable Federal, State and local laws, rules, regulations or ordinances, and all current and future provisions required thereby to be included herein, are hereby incorporated by reference.

2.10 Suspension of Collection and Recall. Upon receiving written notice from the County, Agency shall immediately suspend collection efforts on any account referred for collection. Upon receiving written notice, Agency shall return any referred account, without charge or penalty to

County, except the applicable fees earned to date. County reserves the right to reevaluate and to adjust, cancel, or recall any accounts referred to Agency.

2.11 Legal Action. Agency may initiate legal action only upon the express written consent of the County. Where legal action is necessary, the County will make reasonable efforts to provide witnesses, certified copies of official records, and other necessary documentation.

ARTICLE 3
Compensation and Method of Payment

3.1 Collections Agency Percentage: Agency agrees to accept as full payment for services rendered for the collection of accounts referred by Escambia County's Emergency Medical Services Department a sum equal to 9% of monies actually collected by Agency.

3.2 Payment of Fees. Agency shall receive its fees following transmittal to the County of all monies collected in the manner provided in this Agreement. Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

3.3 Fees for Direct Payments. County agrees that when an account is referred to Agency, Agency is entitled to the fees described herein without regard to whether payment is made to the Agency or directly to the County. The County will notify the Agency of any direct payments made as a result of Agency's efforts and will pay Agency the appropriate fee for all such direct payments. After notification of direct payments by County, Agency shall document such payments in its monthly reports. The fee for such payments shall be paid as provided in ¶3.2 above. The County will, upon request, verify payments on specific accounts and credit the Agency as specified above.

ARTICLE 4
Term and Termination

4.1 Term. This Agreement shall commence upon the date last executed and continue in effect for a term of twelve (12) months. This Agreement may be renewed for two (2) additional one (1) year terms. The parties may indicate their wish to extend this Agreement by providing written notice to the other party no later than thirty (30) days before the expiration of the initial or any subsequent one-year (1) term. In no event shall the Agreement extend beyond thirty-six (36) months in duration after exercising all options for renewal.

The parties understand and agree that upon the expiration or termination of this Agreement, the County shall in no way be further obligated to Agency and shall not be impaired from negotiating with and contracting with any other publicly or privately-owned entity wishing to offer collection services to County.

4.2 Termination.

4.2.1 Termination for cause. The County reserves the right to immediately terminate this Agreement for cause upon the failure of Agency to fulfill in a timely and proper manner its obligations under this Agreement, including but not limited to, the violation of any state, federal or local laws and ordinances. In the event of a termination for cause, Agency will return all accounts to County.

4.2.2 Termination for convenience. County reserves the right, at any time during the term (including without limitation, at the end of any one year period), and for any reason whatsoever in County's sole discretion, to terminate this Agreement for convenience with respect to all or any portion of the collection services. County may exercise its right of termination for convenience by furnishing to Agency written notice of its election to do so, which notice shall specify the services that County has elected to remove from the scope and operation of this Agreement. The termination of convenience as to such services shall be effective thirty (30) calendar days following the date of the receipt of such notice by the Agency. In no event shall a termination for convenience be deemed a default by County under this Agreement, and a termination for convenience shall not subject the County to any penalty, claim for damages, liquidated damages or any other claim of any type by Agency.

ARTICLE 5
Indemnification and Insurance Requirements

5.1 Indemnification. Agency shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of the Agency in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Agency relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Agency agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

5.2 Insurance.

5.2.1 The Agency is required to carry the following insurance:

(a) Professional Liability with $1,000,000 per occurrence minimum limit;

(b) Cyber Enterprise Liability with $5,000,000 per occurrence minimum limit;

(c) Florida statutory Workers' Compensation coverage, if applicable; and

(d) Fidelity Bond with $1,000,000 per occurrence coverage limit.

5.2.2 It is understood and agreed by the parties that in the event that the Agency consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

5.2.3 Agency agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least thirty (30) days

advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

5.2.4 The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

ARTICLE 6
Miscellaneous

6.1 Independent Contractor. In the performance of this Agreement hereunder, Agency shall at all times be acting in the capacity of an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Agency. Agency understands and agrees that all persons furnishing services pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Agency and not of the County.

6.2 Notices. All notices required or to be given hereunder shall be in writing to the addresses below and shall be deemed to have been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next-day delivery:

To: Escambia County	To: Life Line Billing Systems, LLC d/b/a LifeQuest Services
Attn: County Administrator	Attn: Michael Finn, CEO/President
221 Palafox Place, Suite 420	N2930 State Road 22
Pensacola, Florida 32502	Wautoma, WI 54982

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

6.4 Public Records. The Agency acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Agency shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Agency shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Agency agrees

to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Agency fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Agency seven (7) days written notice, during which period the Agency still fails to allow access to such documents, terminate the Agreement.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

6.5 Confidentiality. All information not subject to disclosure under the Public Records Act that is acquired by Agency in the course of performing services under this Agreement shall be confidential and shall not be open to examination for any purpose without prior approval of County.

6.6 Entire Agreement. This Agreement represents the entire and integrated agreement between the County and Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Agency and the authorized representative of the County.

6.7 Compliance with Laws. Agency represents that at the time it executes this Agreement it possesses all licenses required by law to operate as a collection agency in the State of Florida, and in carrying out the terms of this Agreement, Agency agrees to comply with all applicable local, state and federal laws, rules or regulations. Specific to Protected Healthcare Information (PHI) submitted between the County and Agency, the Agency shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

6.8 Assignment. Agency shall not assign the Agreement or monies due or to become due hereunder without prior written consent of the County. Violation of this provision shall be grounds for termination of the Agreement for cause and the attempted assignment shall be null and void.

6.9 Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

6.10 Waiver. No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement,

shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

6.11 Use of County Seal or Letterhead. Agency shall not use or display the official seal of Escambia County or County letterheads on communications with any debtor without having previously obtained written authorization from the County Administrator.

6.12 Data Link Up. Agency shall establish a data linkup, which will allow County access to information on all accounts indicating the collection efforts made, arrangements established, and monies received. At Agency's own expense, Agency shall provide, install, and maintain a personal computer (PC) and modem for County access to Agency's system. The PC will be placed at a location as determined by the County Administrator. All information will be noted on the accounts placed for collection including financial notes, letter notes, telephone conversation notes, and skiptracing notes. Training on the use of the system will be provided to County personnel upon request. Agency will bear all associated costs including standard resources, hardware, software, installation and training.

6.13 Records. Agency shall maintain records as provided below:

6.13.1 Record Retention and Inspection: Agency agrees that the County Administrator or any duly authorized representative without advance notice shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement during normal working hours. Such material, including all pertinent cost, accounting, financial records and propriety data, must be kept and maintained by Agency for a period of five (5) years after completion of this Agreement unless County's written permission is given to dispose of material prior to this time.

6.13.2 Files and Records: Agency shall maintain a file on each account containing a record of any and all phone calls, letters, and any other contacts made with the client or third party regarding an account. All such records shall be made available by Agency at a mutually agreeable location in Escambia County, during the County's normal business hours to representatives of the County for purposes of inspection or audit.

6.13.3 Audit Settlement: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Agency regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than commission paid or owed by County to Agency, then Agency agrees that the difference shall be: (1) repaid forthwith by Agency to County by cash payment; or (2) at the County's option, credited against any future commission to be paid hereunder to Agency. In addition, Agency shall bear the cost of the audit, including personnel costs, up to the amount of the discrepancy. If such audit finds that County's dollar liability for services provided hereunder is more than fees paid by County to Agency, then the difference shall be paid to Agency and the County will bear its own costs in conducting the audit.

6.14 Credit Reports. If mutually agreed upon by Agency and County, Agency shall report particular accounts or categories of accounts to participating credit bureaus; provided however, Agency need not take any such action it deems unlawful or actionable and shall retain the responsibility of determining the propriety of such acts.

6.15 Attachment. Agency may utilize the attachment process to enforce a judgment or collect an assigned amount.

6.16 Referral Discretionary. It shall be in County's discretion to refer or not to refer accounts to Agency. The existence of this Agreement does not in any way constitute a guarantee of referrals for collection by Agency, and County retains the option to collect its own debts.

6.17 Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

_____
Witness

_____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC APPROVED _____

AGENCY: LIFE LINE BILLING SYSTEMS, LLC D/B/A LIFEQUEST SERVICES

_____
Witness

_____
Michael J. Finn, CEO/President

_____
Witness

Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-15-2020

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID

RE-SOLICIT SECONDARY COLLECTIONS AGENCY FOR PUBLIC SAFETY/EMS SPECIFICATION NUMBER PD 19-20.094

Bids will be received until: October 01, 2020 at 2:00 PM CDT	**Pre-Solicitation Conference:** September 16, 2020 at 10:30 AM CDT
Physical Bid Delivery/Courier: 213 Palafox Place Second Floor, Matt Langley Bell, III Building Pensacola, FL 32502 **OR** Upload Via Vendor Registry Bid Opening Audio & Video: Click Here Bid Opening Audio Only: (863) 333-5817 Conference ID: 868 174 87 #	Pre-Solicitation Audio & Video: Click Here Bid Opening Audio Only: (863) 333-5817 Conference ID: 852 351 022 #

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Tel: 850-595-4953
Email: JDLovingood@myescambia.com

Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice
It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

Publicly Noticed_____ Noticed By _____

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within three percent (3%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent (2%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent (4%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all, or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

Escambia County, Florida
Invitation to Bid – Bidder's Checklist
Re-Solicit Secondary Collections Agency for Public Safety/EMS
Specification PD 19-20.094

HOW TO SUBMIT YOUR BID:

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

- Proposal Response: One (1) Original Bid Form which shall contain an original (wet) signature and one (1) electronic copy via CD or flash drive **OR** a complete response uploaded via Vendor Registry.
- Bid Surety (bond, cashier's check, etc.). For firms electing to submit their response via Vendor Registry, the Bid Surety shall be delivered to the Office of Purchasing prior to the Bid Due Date and Time. Bids submitted without the corresponding Bid Surety delivered to the Office of Purchasing by the Bid Due Date and Time shall be deemed non-responsive.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A "NO BID":

If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.

Do not return this form with your bid.

Re-Solicit Secondary Collections Agency for Public Safety/EMS

SPECIFICATION NUMBER 19-20.094

TABLE OF CONTENTS

Forms marked with an asterisk "*" must be returned with the Bid.

Forms marked with a double asterisk "**" should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	5
Drug-Free Workplace Form **	9
Information Sheet for Transactions and Conveyances Corporate Identification **	10
List of General Terms and Conditions (Incorporated by Reference)	12
Special Terms and Conditions	16
Exhibit A – Sample Agreement	?
Exhibit B – Zoll Instructions	?

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM	**ESCAMBIA COUNTY, FLORIDA**
Submit Offers to: **Jeffrey Lovingood** **Purchasing Coordinator** Office of Purchasing, 2nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Phone: 850-595-4953 Email: JDLovingood@myescambia.com	**Invitation to Bid** **Re-Solicit Secondary Collections Agency for Public Safety/EMS** **Solicitation Number PD 19-20.094**

Solicitation

MAILING DATE: 9/2/2020
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held online and hosted in the Office of Purchasing, at 213 Palafox Pl. Pensacola, FL 32502, at 10:30 AM CDT, September 16, 2020.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, October 01, 2020, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
_____

Delivery Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Terms of Payment
_____

Reason for No Offer
_____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

*****
_____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Secondary Collections Agency Percentage _____

Secondary Collections Agency accounts are those that have not received any recovery or collection services outside of Escambia County's EMS Billing Office or their designee.

Early-out Patient Pay and Primary Collections are not included in this solicitation.

☐ If your company is located within a Community Redevelopment Area of Escambia County, Florida, please indicate by marking an "X" in the blank **(*Sec. 46-110.-Local Preference in Bidding)***.

CONTRATOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum # _____ Date _____ Addendum # _____ Date _____

Addendum # _____ Date _____ Addendum # _____ Date _____

SEAL IF BID IS BY CORPORATION

(PLEASE TYPE INFORMATION BELOW)

State of Florida Department of State Certificate of Authority Document Number:_____

Occupational License Number:_____

Florida DBPR Contractor's License, Certification, and/or Registration Number:_____

Type of Contractor's License, Certification, and/or Registration:_____

Expiration Date:

County Permits/Fees Required for this Project:

Person to Contact Concerning This Bid:	**Person to Contact for Emergency Service:**
Name:_____	**Name:**_____
Phone:_____	**Phone:**_____
E-Mail: _____	**E-Mail:**_____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of **$1,000.00**.

Bidder further acknowledges that all of the work outlined in the Scope of Work contained in this document may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. At this time, it is the intent of Escambia County to substantially complete the listed work.

Names and Addresses of Proposed Subcontractors to be Utilized for Work on this Project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And, if applicable, its Federal Employer Identification Number (FEIN) is: _____

If the entity has no FEIN, include the Social Security Number of the Individual signing this

sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn and subscribed before me this _____ day of _____

20_____. Personally known _____ OR produced identification _____

Notary Public: State of _____

My Commission Expires: _____

_____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

Check One:

_____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

_____
Offeror's Signature

_____
Date

Information sheet for Transactions and Conveyances Corporate Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:

In what state was it created: _____

Name as spelled in that state: _____

What kind of Corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As Used in Florida):

_____

(Spelled Exactly as it is Registered with the State or Federal Government)

Corporate Address:

Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

Information sheet for Transactions and Conveyances Corporate Identification

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:** _____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

Verified By: _____ **Date:** _____

ESCAMBIA COUNTY, FLORIDA, GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: See Escambia County Office of Purchasing web site at MyEscambia Web Site then click "Solicitations."

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturer's Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for Doing Business in Florida, go to the Department of State, Division of Corporations: Florida Sunbiz Search
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.094, Re-Solicit Secondary Collections Agency for Public Safety/EMS, Name of Submitting Firm, Date and Time Due.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or

services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/disqualification of submittal;

2) Termination of contract; or

3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. <u>Scope of Work</u>

The Escambia County Board of County Commissioners is seeking competitive bids from qualified and experienced bidders for the provision and operation of a Secondary Collections Agency. The primary purpose of this Invitation to Bid is to select a firm by choosing the lowest bid among qualified and experienced firms.

A. Technical Requirements

1. The Contractor shall promptly undertake, through ethical and lawful means, the collection of the accounts referred, with particular attention to the Consumer Credit Protection Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, and all other laws applicable to this type of activity.

   a. Escambia County Public Safety/EMS will notify the Contractor of any direct payments and will credit the Contractor with the contractual rate for all such direct payments collected after the Contractor begins active collection efforts. The County will, upon request, verify payments on specific accounts and credit the Contractor as specified above.

   b. The Contractor shall suspend collection efforts on any account referred for collection upon written notice to do so by Escambia County's Contract Administrator or their designee. The Escambia County Public Safety/EMS Department may recall any referred account at no cost to the County except the fees earned up to the moment of recall.

   c. The Contractor shall retain all accounts until the end of the current contract unless specific accounts are requested to be returned to the County by the Contract Administrator or their designee. Such returns shall be made in a format acceptable to the County, including electronic transfer format. All costs associated with the Contractor's ability to return these accounts in a format acceptable to the County shall be the responsibility of the Contractor and shall not be paid by the County.

   d. The Contractor shall document all efforts to collect any specific amount.

e. The Contractor shall not have the right to refuse to collect any account that is referred to the Contractor by Escambia County.

2. The Contractor shall document all efforts to collect any amount and shall maintain accurate records of all services performed, as well as documentation of all revenues collected and remitted to the County for audit by the County. Such records shall be available for inspection and audit without prior notice, by an auditor designated by the County.

3. The County shall have the exclusive rights to prescribe forms which the Contractor shall use to report collection activities and the status of accounts. Additionally, the County shall prescribe the frequency with which all reporting should be provided. The Contractor may make form and frequency recommendations to the Contract Administrator; however, the Contract Administrator shall make all final decisions related to form use and frequency of reporting.

   On a monthly basis, the Contractor shall submit a list of all open accounts with the current status indicated, sorted by the last name on the account. This report will indicate adjustments to each account as requested by the Contract Administrator, as well as all skip-tracing activities and results.

   The following information shall be submitted ass directed by the Contract Administrator and shall be no less than monthly:

   a. A list of all payments made since the previous report, sorted by the last name on the account.

   b. A list of accounts against which collection efforts have begun, sorted by the last name on the account, including recommended actions to be taken regarding problem collection accounts.

   c. A Recovery Analysis Report showing the following:

      1) Every account's monthly collections for a historical period of up to two (2) years.

      2) The average age of each account at turnover, by month of turnover.

      3) Collections for the current month on aged accounts.

      4) Collections to date on aged accounts.

      5) Collections for the current month on current placements.

      6) Percentage collections on aged and new turnover.

      7) Overall collection dollars and percentages.

4. The Contractor shall not initiate any form of legal action without the expressed, written consent of the Contract Administrator or other designee appointed by the County. Where legal action is necessary, the County will provide witnesses, certified copies of official records, and other documentation required for prosecution.

   The Contractor shall be solely responsible for all costs or expenses, including but not limited to, attorney(s) fees and court costs incurred by the Contractor in the collection of the referred accounts.

5. The Contractor shall possess the following credentials at the time their bid is submitted:

    a. Satisfactory completion of at least one year of ground ambulance billing.

    b. Ability to electronically accept medical accounts referred by the County in accordance with the specification detailed in Exhibit B.

    c. Ability to bill commercial insurances in a valid 5010 electronic format.

    d. Ability to comply will all Health Insurance Portability and Accountability Act (HIPAA) requirements.

    e. Ability for the County to view account activity remotely and securely. The County shall be allowed to perform a Risk Assessment Audit at any time with or without advance notice.

B. Additional Information

1. Please ensure that any offers submitted via courier or US Mail includes a "wet" signature in the appropriate space, and is signed by someone with the authority to commit the firm to an agreement.

2. For offers submitted electronically:

    a. Only offers submitted electronically via Vendor Registry will be accepted.

    b. A "wet" signature is not required, however, responses submitted without a signature in the appropriate space on the Bid Form and signed by someone with the authority to commit the firm to an agreement shall be deemed non-responsive.

    c. The Bid Surety for all submittals shall be in the Office of Purchasing by the Bid Due Date and Time.

3. Approximately $6-7 million is being turned over annually. The most recent rate being paid for secondary collections was 15%. There are currently just over 19,000 accounts that make up the debt.

4. This solicitation is being offered because the previous firm, Affiliated Creditors, Inc. has declared bankruptcy, which means the County has no benchmark for rate of return.

5. The debt being collected is only from EMS debt.

6. Escambia County writes off debt once per year, typically prior to the end of the fiscal year at the end of September.

7. It is expected that there will be a backlog brought to the awarded vendor but there is no guarantee of quantity of accounts or debt amount.

8. Escambia County typically has approximately 32,000 runs annually. Primary Agency (County or designee) collections garners ~20%.

9. Transports are generally comprised of Medicare (~50%) and Self-Pay (~9%).

10. If payments are being made consistently, the Primary Agency (County or designee) retains the account. If an account has no activity for up to six (6) months, the account is moved to the Secondary Collections Agency.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check, or certified check in the amount of **$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the check or bond is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by the contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the Purchase Order by signing the Solicitation, Offer, and Bid Form and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of their cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com, or through Vendor Registry. The last day for questions will be September 24, 2020 at 5:00 PM CDT.

5. Bid Form

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted by either (**choose one method**):

- A sealed envelope, with Original (wet) signature in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted. Firms electing to submit original forms shall also provide a complete copy of the bid response via CD or flash drive.
- Uploading to Vendor Registry a PDF of the signed Bid Form with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held online via Microsoft Teams and will be hosted at the Office of Purchasing, 213 Palafox Place, Pensacola, Florida, 32502, on September 16, 2020 at 10:30 AM CDT.

Pre-Solicitation Audio & Video: Click Here

Bid Opening Audio Only: (863) 333-5817 **Conference ID:** 852 351 022#

It is strongly encouraged that all potential bidders attend this non-mandatory conference, so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

**** Due to the current pandemic, all Escambia County offices are socially distancing. ****

This Pre-Solicitation Conference and Bid Opening will be held via Microsoft Teams, which is a free service and provides both video and audio-only capabilities. Please download the Microsoft Teams software to your device (PC, laptop, tablet, or smart phone) well in advance of the meeting so you are familiar with how to operate the program before the meeting. Video capabilities or a microphone are not required to listen to the meeting or submit questions via Microsoft Teams' chat feature.

- To Download Microsoft Teams: Click Here
- Microsoft Teams Tutorials: Click Here

In an effort to efficiently serve all meeting attendees, no meeting time will be dedicated to assisting vendors attempting to log into the meeting.

7. Codes and Regulations

The awarded vendor shall strictly comply with all federal laws, state statutes, and local ordinance related to this solicitation and resulting agreement.

8. Payment

The Contractor shall remit to the County all funds collected from County accounts. Payment in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents showing the accounts collected, all monies collected and remitted to the County, and the Contractor's fee for services performed. Payment for accepted services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. Required Reports

Please see the Scope of Work, Section 3, above.

10. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

C. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.

D. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. Evaluation of Options

The County shall evaluate offers for award purposes by adding the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

12. Price Adjustment

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than sixty (60) days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

13. Changes – Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas.

A. Description of services to be performed

B. Time of performance (i.e., hours of the day, days of the week, etc.)

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

14. Qualification of Offerors

This solicitation shall be awarded to a responsible, responsive Offeror, qualified by experience to provide the work specified. The Offeror shall submit the following information with their Offer:

A. Experience record showing the Offeror's training and experience in similar work.

B. List and brief description of similar work satisfactorily completed with location, dates of contact, names and addresses of owners.

C. List of equipment and facilities available to do the work.

D. List of personnel, by name and title, contemplated to perform this work.

Failure to submit the above requested information may be cause for rejection of your offer.

15. Licenses, Certifications, Registrations

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certification, registrations, and any other requirements should be provided with the bid submission; and the offeror shall provide follow up evidence that as the contractor they maintain such credentials throughout the period of agreement.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

18. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period, or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is

finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

21. As Specified

All attempts to collect accounts shall meet the specifications herein. Accounts submitted not as specified will be returned at no expense to Escambia County. The County may return, for full credit, any accounts received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred", however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract, or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract, or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000.00 each accident and $100,000.00 each employee/$500,000.00 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract, or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.00.
4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   213 Palafox Place, 2nd Floor
   Pensacola, FL 32591
   Email: Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less

coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Fidelity/Dishonesty/Liability Coverage – for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $1,000,000.00 per occurrence.

If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental Extended Reporting Period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of the claims made coverage.

Cyber Enterprise Liability Coverage

The Contractor shall purchase and maintain cyber enterprise liability coverage with a minimum limit of $5,000,000.00 per occurrence, and which includes but is not limited to ransomware, data breach, social engineering business interruption including extra expense, digital data recovery, network extortion, cyber privacy, network security liability, as well as electronic, social, and printed media liability. Cyber and Privacy policies shall cover the Contractor's business liability for data breach in which the personal information of the County's customers is exposed or stolen by a hacker or other criminal who has gained access to the Contractor's network.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

COLLECTION AGENCY SERVICES AGREEMENT (SAMPLE)

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and _____ (hereinafter referred to as "Agency"), a _____ for-profit corporation authorized to transact business in the State of Florida, FEI/EIN _____, whose principal address is _____ (each at times referred to as "Party" or, collectively, as "Parties").

WITNESSETH:

WHEREAS, on _____, the County issued and Invitation to Bidders (PD ---------) seeking the services of an agency to perform collection services for past-due accounts of the County's Department of Public Safety, Division of Emergency Medical Services; and

WHEREAS, Agency was the most responsive and responsible bidder proposing to provide such collection services; and

WHEREAS, the County recognizes that the collection of such past-due monies owed to the County is essential to the financial safety and welfare of the residents of Escambia County; and

WHEREAS, the County desires to enter into an agreement with the Agency for the provision of such services as set forth herein.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Agency agree as follows:

ARTICLE 1
Recitals and Definitions

1.1 Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Definitions. For the purpose of this Agreement, the following terms shall have the following meanings:

Administrator shall mean the County Administrator of the County or her designee. The Administrator is the administrative head of all departments and divisions of the County. In the administration of this contract, as contrasted with matters of policy, the Parties may rely upon instructions or determinations made by the Administrator or her designee.

Board of County Commissioners shall mean the Board of County Commissioners of Escambia County, Florida, which is the governing body of Escambia County.

Clerk of the Circuit Court shall mean the Clerk of the Circuit Court of Escambia County, Florida, which is a constitutional officer serving as Clerk of the Court and ex official clerk to the Board of County Commissioners, auditor, recorder and custodian of all County funds.

SAMPLE

Office of Management and Budget shall mean the Office of Management and Budget under the direction of the County Administrator.

Participating Departments shall mean all County departments or divisions authorized by the Administrator to refer accounts under this Agreement and the Clerk of the Circuit Court.

ARTICLE 2
Scope of Services

2.1 Collection of Accounts. Agency shall provide the following:

2.1.1 Agency shall serve as the collection agency for all accounts of the Department of Public Safety, Division of Emergency Medical Services (EMS) that are referred by the County.

2.1.2 Agency may also serve as a collection agency on accounts referred by the Clerk of the Circuit Court and accounts of other County departments referred by the County Administrator or participating department heads.

2.2 Minimum Collection Activity. For each account, Agency shall provide, at a minimum, as follows:

2.2.1 Upon initial assignment, Agency will immediately send a letter to each debtor. Within ten (10) calendar days of receipt of account, Agency shall attempt to call each debtor with a balance greater than $25.00.

2.2.2 Every account without a valid address possessing a balance of $25.00 or more will receive skip-tracing efforts.

2.2.3 Agency shall assess each account and continue activation with either a letter series or phone calls.

2.2.4 Agency shall monitor all account payments initiated.

2.3 Collection Methodology. Agency shall establish the collection methodology once a debtor is contacted. This methodology will include the appropriate telephone script to be utilized for court-related debt as well as other departmental debt. Every effort will be made to understand the nature of the specific debt so that this information can be utilized by our collection staff.

Agency will advise County of the methodology of all collection services and adhere to County's input. While the Agency shall remain responsible for compliance with applicable laws, the County expressly reserves the right to approve such collection methods utilized by the Agency for all County referred accounts.

2.4 Timeline for Collection. Unless the County should provide written notice to return an account, Agency shall retain all accounts until the expiration or termination of this Agreement. The County shall retain full discretion to remove an account at any time provided that County shall credit Agency with subsequent collections procured directly as a result of Agency's prior efforts.

2.5 Agency Collections. Agency will accept payments on all assigned accounts. Agency may not collect any interest, service, or carrying charges on any account unless otherwise instructed

SAMPLE

to do so in writing by the County. Agency shall be solely responsible for all costs or expenses, including, but not limited to, attorneys' fees and court costs incurred by the Agency in the collection of the referred accounts. Agency may arrange payment schedules within the debtor's current income and ability to pay.

Agency shall be allowed to bill any insurance(s) determined for any referred account, other than Medicare Part B, Florida Medicaid, or Alabama Medicaid. These accounts shall be returned to Escambia County EMS Billing Office for appropriate insurance billing.

2.6 Payments Received. Agency shall deposit all payments collected in an interest-bearing account and shall distribute such funds plus and interest accrued to the County on a monthly basis to the Clerk of the Circuit Court or Participating Departments as directed by the County. A separate accounting for each department shall be provided to the Clerk of the Circuit Court and copied to such Participating Department and the Office of Management and Budget. Agency shall, in turn, receive its collection fee based on the amount received from the debtor and the applicable rate.

2.7 Reporting Requirements.

2.7.1 Placement Summary Reports: Within two (2) business days of receiving a referral from the County, Agency shall acknowledge receipt of the account(s) by providing a Placement Summary Report, which at a minimum shall contain the account number and total dollar amount of the referral.

2.7.2 Monthly Reports: In a manner prescribed or acceptable to the County, Agency shall submit to each Participating Department, with copies to the office of Management and Budget, a monthly report with an alphabetical listing of all accounts, noting all payments collected since the prior report, noting any accounts against which collection efforts have commenced, recommending actions to be taken on problem accounts, and summarizing receipts and other actions on accounts by month of assignment. Agency shall submit each report no later than the 15th day following the month that is the subject of the report.

2.7.3 Uncollectable Accounts: On a monthly basis, Agency shall also submit to the Participating Departments a report of all accounts which, after making every reasonable effort to collect, Agency has deemed uncollectable. The report must contain, at a minimum, the debtor's name, the debtor's most recent address and telephone number, and the patient account number on EMS accounts. At the request of County, Agency shall further document its effort to collect any specific amount.

Agency shall make a determination and advise the County as to whether or not the debt may be recovered through litigation. Unless otherwise directed, Agency shall return such accounts to County and shall have no right to a commission for any sums thereafter collected upon these accounts. Such returns shall be made in a format acceptable to the County.

2.7.4 Quarterly Reports: No less than quarterly, Agency shall submit to Participating Departments, with copies to the Office of Budget and Management, a quarterly report to include a list of all open accounts and the status of such accounts including payments, requested adjustments, skip-tracing activities and results.

SAMPLE

2.7.5 Yearly Reports: On an annual basis, Agency shall furnish a report to each Participating Department summarizing the activity of all accounts during the preceding year.

2.7.6 Complaints: Agency shall provide County with a copy of any and all letter(s) of complaint within ten (10) calendar days of receipt by the Agency, and the County will provide Agency a copy of any notice of complaint received by it within ten (10) calendar days of receipt by the County Administrator.

Within thirty (30) calendar days of receipt of a complaint or notice of a complaint, Agency will provide a written report to the County informing the County Administrator of the disposition of each complaint. Minimum elements of the complaint report will include a statement of the complaint, results of the complaint investigation by Agency, identification of the collector(s) involved, and a positive statement of corrective action taken to avoid recurrence of such a complain in the future. Upon request of the County Administrator, Agency shall remove any employee from the future collection of County-referred accounts.

2.8 Quality Control. Agency agrees to maintain a quality assurance program for its employees including, but not be limited to, periodic instruction in the lawful and ethical practices of account collection. Additionally, Agency shall affirm that none of the Agency's Employees or Contractors is prohibited from doing business with the Centers for Medicare and Medicaid Services as evidence that they are routinely checked on a monthly basis against the Office of Inspector Generals' List of Excluded Individuals and Entities database.

2.9 Compliance with Laws. Agency shall at all times undertake to collect County-referred accounts through all ethical and lawful means. In the performance of this Agreement, Agency shall comply with all applicable Federal, State and local laws, rules, regulations or ordinances, and all current and future provisions required thereby to be included herein, are hereby incorporated by reference.

2.10 Suspension of Collection and Recall. Upon receiving written notice from the County, Agency shall immediately suspend collection efforts on any account referred for collection. Upon receiving written notice, Agency shall return any referred account, without charge or penalty to County, except the applicable fees earned to date. County reserves the right to reevaluate and to adjust, cancel, or recall any accounts referred to Agency.

2.11 Legal Action. Agency may initiate legal action only upon the express written consent of the County. Where legal action is necessary, the County will make reasonable efforts to provide witnesses, certified copies of official records, and other necessary documentation.

ARTICLE 3
Compensation and Method of Payment

3.1 Compensation. Agency shall be compensated for collection services as follows:

3.1.1 Primary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts referred by the Emergency Medical Services Department a sum equal to 15% of monies actually collected by Agency.

SAMPLE

3.1.2 Secondary Collection: Agency agrees to accept as full payment for services rendered for the collection of accounts that have been previously forwarded to a collection agency, a commission sum equal to 30% of monies actually collected by Agency.

3.1.3 Early-out Patient Pay Collection: Agency agrees to accept as full payment for services rendered for the collection of Patient Pay accounts submitted, within sixty (60) calendar days from date of service, a sum equal to 10% of monies actually collected by Agency.

3.2 Payment of Fees. Agency shall receive its fees following transmittal to the County of all monies collected in the manner provided in this agreement. Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

3.3 Fees for Direct Payments. County agrees that when an account is referred to Agency, Agency is entitled to the fees described herein without regard to whether payment is made to the County or the Agency. The Participating Department will notify the Agency of any direct payments made as a result of the Agency's efforts and will pay Agency the appropriate fee for all such direct payments. After notification of direct payments by County, Agency shall document such payments in its monthly reports. The fee for such payments shall be paid as provided in ¶3.2 above. The County will, upon request, verify payments on specific accounts and credit the Agency as specified above.

ARTICLE 4
Term and Termination

4.1 Term. This Agreement shall commence upon the date last executed and continue in effect for a term of twelve (12) months. This Agreement may be renewed for two (2) additional one (1) year terms. The parties may indicate their wish to extend this Agreement by providing written notice to the other party no later than thirty (30) days before the expiration of the initial or any subsequent one-year (1) term. In no event shall the Agreement extend beyond thirty-six (36) months in duration after exercising all options for renewal.

The Parties understand and agree that upon the expiration or termination of this Agreement, the County shall in no way be further obligated to Agency and shall not be impaired from negotiating with and contracting with any other publicly- or privately-owned entity wishing to offer collection services to County.

4.2 Termination.

4.2.1 Termination for Cause. The County reserves the right to immediately terminate this Agreement for cause upon the failure of Agency to fulfill in a timely and proper manner its obligations under this Agreement, including but not limited to, the violation of any state, federal or local laws and ordinances. In the event of a termination for cause, Agency will return all accounts to County.

4.2.2 Termination for Convenience. County reserves the right, at any time during the term (including without limitation, at the end of any one-year period), and for any reason whatsoever in County's sole discretion, to terminate this Agreement for convenience with respect to all or any portion of the collection services. County may exercise its right of termination for convenience by furnishing to Agency written notice of

SAMPLE

its election to do so, which notice shall specify the services that County has elected to remove from the scope and operation of this Agreement. The termination for convenience as to such services shall be effective thirty (30) calendar days following the date of the receipt of such notice by the Agency. In no event shall a termination for convenience be deemed a default by County under this Agreement, and a termination for convenience shall not subject the County to any penalty, claim for damages, liquidated damages or any other claim of any type by Agency.

ARTICLE 5
Indemnification and Insurance Requirements

5.1 Indemnification. Agency shall indemnify, defend, and hold harmless Escambia County, and it its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense, including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of the Agency in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Agency relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Agency agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

5.2 Insurance.

5.2.1 The Agency is required to carry the following insurance:

a. Commercial General Liability, Form CG1, with $1,000,00 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

b. Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

c. Professional Liability with $1,000,000 per occurrence minimum limit.

d. Florida statutory Workers' Compensation.

5.2.2 It is understood and agreed by the Parties that in the event that the Agency consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

5.2.3 Agency agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least thirty (30) days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, 213 Palafox Place, Second Floor,

SAMPLE

Pensacola, FL 32502.

5.2.4 The Board of County Commissioners and Escambia County shall be endorsed as "additional insured" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, 213 Palafox Place, Second Floor, Pensacola, FL 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

ARTICLE 6
Miscellaneous

6.1 Independent Contractor. In the performance of this Agreement hereunder, Agency shall at all times be acting in the capacity of an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between County and Agency or as between Participating Departments and Agency. Agency understands and agrees that all persons furnishing services pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Agency and not of the County.

6.2 Notices. All notices required or to be given hereunder shall be in writing to the addresses below and shall be deemed to be been properly given on the third day after being deposited in the United States mail, with adequate postage, and sent by registered or certified mail with return receipt request, to the appropriate part, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other overnight delivery service for next-day delivery:

COUNTY:
Office of the County Administrator
Attn: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

AGENCY:

Rejection, or other refusal by the addresses to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

6.4 Public Records. The Agency acknowledges that this agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Agency shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Agency shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Agency agrees

SAMPLE

to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Agency fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Agency seven (7) days written notice, during which period the Agency still fails to allow access to such documents, terminate the Agreement.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

6.5 Confidentiality. All information not subject to disclosure under the Public Records Act that is acquired by Agency in the course of performing services under this Agreement shall be confidential, and shall not be open to examination for any purpose without prior approval of County.

6.6 Entire Agreement. This Agreement represents the entire and integrated agreement between the County and Agency and supersedes all prior negotiation, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Agency and the authorized representative of the County.

6.7 Compliance with Laws. Agency represents that at the time it executes this Agreement it possesses all licenses required by law to operate as a collection agency in the State of Florida, and in carrying out the terms of this Agreement, Agency agrees to comply with all applicable local, state and federal laws, rules or regulations. Specific to Protected Healthcare Information (PHI) submitted between the County and Agency, the Agency shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).

6.8 Assignment. Agency shall not assign the Agreement or monies due or to become due hereunder without prior written consent of the County. Violation of this provision shall be grounds for termination of the Agreement for cause and the attempted assignment shall be null and void.

6.9 Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafter or prepared any or all of the terms and provisions hereof.

6.10 Waiver No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of either party to enforce at any time, or from time to time, any provision of

SAMPLE

this Agreement, shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

6.11 Use of County Seal or Letterhead. Agency shall not use or display the official seal of Escambia County or County letterheads on the communications with any debtor without having previously obtained written authorization from the County Administrator.

6.12 Data Linkup. Agency shall establish a data linkup, which will allow County access to information on all accounts indicating the collection efforts made, arrangements established, and monies received. At Agency's own expense, Agency shall provide, install, and maintain a personal computer (PC) and modem for County access to Agency's system. The PC will be placed at a location as determined by the County Administrator. All information will be noted on the accounts placed for collection including financial notes, letter noted, telephone conversation notes, and skip-tracing notes. Training on the use of the system will be provided to County personnel upon request. Agency will bear all associated costs including standard resources, hardware, software, installation and training.

6.13 Records. Agency shall maintain records as provided below:

6.13.1 Record Retention and Inspection: Agency agrees that the County Administrator or any duly authorized representative without advance notice shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement during normal working hours. Such material, including all pertinent cost, accounting, financial records and propriety data, must be kept and maintained by Agency for a period of five (5) years after completion of this Agreement unless County's written permission is given to dispose of material prior to this time.

6.13.2 Files and Records: Agency shall maintain a file on each account containing a record of any and all phone calls, letters, and any other contacts made with the client or third party regarding an account. All such records shall be made available by Agency at a mutually agreeable location in Escambia Count, during the County's normal business hours to representatives of the County for purposes of inspection or audit.

6.13.3 Audit Settlement: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County Conduct an audit of Agency regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than commission paid or owed by County to Agency, then Agency agrees that the difference shall be (1) repaid forthwith by Agency to County by cash payment or (2) at the County's option, credited against any future commission to be paid hereunder to Agency. In addition, Agency shall bear the cost of the audit, including personnel costs, up to the amount of the discrepancy. If such audit finds that County's dollar liability for services provided hereunder is more than fees paid by County to Agency, then the difference shall be paid to Agency and the County will bear its own costs in conducting the audit.

6.14 Credit Reports. If mutually agreed upon by Agency and County, Agency shall report particular accounts or categories of accounts to participating credit bureaus; provided however, Agency need not take any such action is deems unlawful or actionable and shall retain the responsibility of determining the propriety of such acts.

SAMPLE

6.15 Attachment. Agency may utilize the attachment process to enforce a judgement or collect an assigned amount.

6.16 Referral Discretionary. It shall be in County's discretion to refer or not to refer accounts to Agency. The existence of this Agreement does not in any way constitute a guarantee of referrals for collection by Agency, and County retains the option to collect its own debts.

6.17 Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
Escambia Count, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners signing by its County Administrator.

_____
Witness

_____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

AGENCY:

_____
(Name and title of official authorized to sign)

Date: _____

ATTEST:

_____
Corporate Secretary

(Corporate Seal)

SAMPLE

Documentation

ZOLL Data Systems

A subsidiary of ZOLL Medical Corporation

EXHIBIT B
ZOLL DATA SYSTEMS
COLLECTION AGENCY ECM DESCRIPTION OF OUTPUT

Collection Agency ECM

Description of output

Document updated: April 6, 2020
RescueNet Billing file name: Will be provided to awarded Firm

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Configuring the Collection Agency ECM 1
Basic or detailed 1
ASCII file data layout - basic 2
ASCII file data layout - detailed 3
Delimiters 3
Records 3
Example 11

12202 Airport Way, Suite 300
Broomfield, CO 80021 USA
Tel: (303) 801-0000
Fax: (303) 801-0001
www.zolldata.com
Latest docs: www.zolldata.com/documentation/

RescueNet

Configuring the Collection Agency ECM

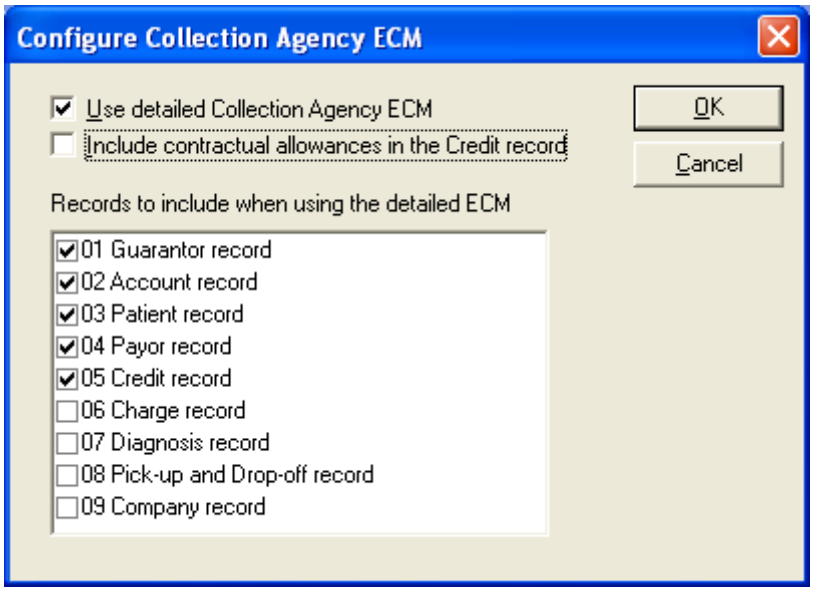
You can use the Collection Agency ECM to create an export file from RescueNet Billing for use by a collection agency. The export file is an ASCII file that can be transmitted via modem, email, BBS, or diskette to the collection agency.

You can generate either a basic or detailed set of data.

Basic or detailed

By default, this ECM generates a basic set of data

1. If you want to generate a detailed set of data, select the **Use detailed standard collection ECM** option.



2. To include contractual allowances in the calculation of the value in the Other Credits field on the output, select **Include contractual allowance in the Credit record**.
3. Select the records you want to have included on the output.

ASCII file data layout - basic

Record Length = 2,339 bytes. Each line is followed by a carriage return + line feed combination.

Field	Start	Length	Notes
Debtor Name	1	30	Responsible party. (Format) Last, First
Address	31	30	
Address 2	61	30	
Address 3	91	30	
City	121	15	
State	136	3	
Zip	139	9	No punctuation
Phone	148	10	No punctuation
Transport Reference #	158	20	Unique run number of the Trip (Format) YY-[run number]
Patient Name	178	30	Customer's name. (Format) Last, First
Date of Last Charge	208	8	(Format) MMDDYY only 6 used. This is also the Trip Date. Field is left justified.
Date of Last Payment	216	8	Field is left justified.
Amount Due › Assigned	224	9	(Format) 2 decimal places - zero filled. 000012300 = $123.00
Date of Birth	233	8	(Format) MMDDYY only 6 used. (Debtor). Field is left justified.
SSN	241	9	(Debtor)
Blank	250	30	Always left blank
Employer	280	30	(Debtor)
Relation To Patient	310	30	Self, Spouse, Child, or Other
RFU (2000 characters)	340	2000	Reserved for Future Use

ASCII file data layout - detailed

Important! On 9/7/2005, a special forms update was released (for 3.80, special forms update version 3.8.0.1111 or later; for 3.70, special forms update version 3.7.3.632 or later). The update changes to the way pick-up and drop-off address information is output in record 08 of the detailed Collection Agency ECM.

Previously, the number of fields output in record 08 depended on whether the addresses include Apt/Ste/Rm address information. Now, if an address doesn't include Apt/Ste/Rm address information, that field will be output as blank. So the number of fields output in record 08 will always be 13.

You must inform your collection agency of this format change to ensure that they can successfully interpret address records you send using this new format.

Delimiters

Each field is delimited by an asterisk (*), including the last field of each record. Each record is delimited by a line feed.

Records

01	Guarantor Record	One per claim
02	Account Record	One per claim
03	Patient Record	One per claim
04	Payor Record	Zero, one, or multiple per claim
05	Credit Record	One per claim
06	Charge Record	One per charge
07	Diagnosis Record	One per complaint
08	Pick-up and Drop-off Record	One per claim
09	Company Record	One per claim

Field description	Value in RescueNet Billing
01 – Guarantor Record	
Record ID	Always “01”
Guarantor Last Name	The last name of the guarantor for the patient; in other words, the guarantor of the Bill Patient-type payor. Source: Customer › Bill Patient type › Guarantor.

Field description	Value in RescueNet Billing
Guarantor First Name	The first name of the guarantor for the patient; in other words, the guarantor of the Bill Patient-type payor. Source: Customer › Bill Patient type › Guarantor.
Guarantor Middle Initial	The middle initial of the guarantor for the patient; in other words, the guarantor of the Bill Patient-type payor. Source: Customer › Bill Patient type › Guarantor.
Guarantor Street Address	The guarantor street address 1. Source: Customer › Bill Patient type › Guarantor › Permanent or residence address 1.
Guarantor Street Address 2	The guarantor street address 2 (Apt, Suite, etc) Source: Customer › Bill Patient type › Guarantor › Permanent or residence address 2.
Guarantor City	The guarantor city Source: Customer › Bill Patient type › Guarantor › Permanent or residence city.
Guarantor State	The guarantor state Source: Customer › Bill Patient type › Guarantor › Permanent or residence state.
Guarantor Zip Code	The guarantor ZIP Code Source: Customer › Bill Patient type › Guarantor › Permanent or residence ZIP Code.
Guarantor Phone Number	The guarantor phone number. Source: Customer › Bill Patient type › Guarantor › Phone Number. Format: 9999999999 (area code + phone number, no spaces).
Guarantor Date Of Birth	The guarantor date of birth. Source: Customer › Bill Patient type › Guarantor › Date of Birth. Format: MMDDCCYY.
Guarantor Social Security Number	The guarantor social security number. Source: Customer › Bill Patient type › Guarantor › Social Security Number Format: 999999999.

Field description	Value in RescueNet Billing
Guarantor Employer	The name of the guarantor's employer. Source: Customer › Bill Patient type › Guarantor › Employer Name.
Relationship of Patient to Guarantor	The relationship of the patient to the guarantor in the Bill Patient-type payor for the patient. Source: Customer › Bill Patient type › Guarantor relationship Format: 1 = Self; 2 = Spouse; 3 = Child; 4 = Other.
02 – Account Record	
Record ID	Always "02"
Account Number	The 2-digit year plus the run number. Format: YY99999999.
Amount Paid by Patient	The total amount of any Payment-type (Credit As) credits that have been posted for the Bill Patient-type payor. Format: If amount is a whole dollar amount, the decimal point and decimal places are not output.
Date of Payment by Patient (if applicable)	The date of the most recent payment from Amount Paid by Patient field, if applicable. Source: Trip › Credits › Payment-type (Credit As) credits that have been posted for the Bill Patient-type payor › Deposit date Format: MMDDCCYY.
Date of Service	The trip date. Format: MMDDCCYY.
Total Charge	The total of all charges on all legs of the claim being sent to collection. Source: Trip › Charges › Total of all charges on all legs. Format: If amount is a whole dollar amount, the decimal point and decimal places are not output.
03 - Patient Record Some of the information might be left blank if the guarantor' relationship to the patient is SELF.	
Record ID	Always "03"

Field description	Value in RescueNet Billing
Patient Last Name (only if relationship to patient is other then SELF)	Source: Customer › Last Name.
Patient First Name (only if relationship to patient is other then SELF)	Source: Customer › First Name.
Patient Middle Initial (only if relationship to patient is other then SELF)	Source: Customer › Middle Initial.
Patient Street Address (only if relationship to patient is other than SELF)	The customer street address 1. Source: Customer › Permanent or residence address 1.
Patient Street Address 2 (only if relationship to patient is other than SELF)	The customer street address 2 (Apt, Suite, etc). Source: Customer › Permanent or residence address 2.
Patient City (only if relationship to patient is other than SELF)	The customer city. Source: Customer › Permanent or residence city.
Patient State (only if relationship to patient is other then SELF)	The customer state. Source: Customer › Permanent or residence state.
Patient Zip Code (Only if relationship to patient is other than SELF)	The customer ZIP Code. Source: Customer › Permanent or residence ZIP Code.
Patient Phone Number (Only if relationship to patient is other than SELF)	The customer phone number. Source: Customer › Phone Number. Format: 9999999999 (area code + phone number, no spaces).
Patient Date of Birth (Only if relationship to patient is other than SELF)	Source: Customer › Date of Birth Format: MMDDCCYY.
Patient Social Security Number (Only if relationship to patient is other than SELF)	Source: Customer › Social Security Number. Format: 999999999 (no dashes).

Field description	Value in RescueNet Billing
Deceased status of Patient	This field indicates whether the patient is deceased. Source: Customer › Deceased › Yes or No. Format: 0 = Not deceased; 1 = Deceased.
Deceased date	If the patient is deceased, then the date the patient deceased. Otherwise, left blank. Source: Customer › Deceased date.
04 – Payor Record The patient's payor information is output in this record. The details are output for every Medicare-, Medicaid-, or Insurance-type payor, in the order they appear in the customer's list of payors.	
Record ID	Always "04"
Payer Billing Description	Source: Customer › Payer › Billing Description.
Payer Address	Source: Customer › Payer › Address 1.
Payer City	Source: Customer › Payer › City.
Payer State	Source: Customer › Payer › State.
Payer Zip Code	Source: Customer › Payer › Zip Code.
Recipient ID	Source: Customer › Payer › ID number.
Recipient Group	Source: Customer › Payer › Group information.
Payment from this Payor	The total of all Payment-type (Credit As) credits on all legs of the trip that have been by this payor toward the claim being submitted. Source: Trip (all legs) › Payment credits for this payor.
Payment Date for Payment	If at least one payment was made by this payor, the most recent payment date (deposit date) is output. Otherwise, left blank. Source: Trip › Credits › Payment deposit date for most recent payment, if applicable. Format: MMDDCCYY.
05 – Credit Record This record contains additional credit information, including any credits with Credit as types of Revenue Adjustment or Write-off that have been applied to the trip.	
Record ID	Always "05"

Field description	Value in RescueNet Billing
Other Credits toward Balance	The total of all other Revenue Adjustment or Write-off credits. Format: If amount is a whole dollar amount, the decimal point and decimal places are not output.
Balance Due	The total of all charges on all legs minus all credits. Format: If amount is a whole dollar amount, the decimal point and decimal places are not output.
06 – Charge Record An 06 record is output for each charge on the trip.	
Record ID	Always "06"
HCPCS Code	If there is an override HCPCS code associated with the charge at the charge level, it is output. Otherwise, if a default HCPCS code is associated with the charge at the trip level, it is output. Otherwise, an asterisk is output. Override HCPCS source: Call Taking › 3 - Billing tab › Charges › Edit › Override HCPCS. Default HCPCS source: Call Taking › 3- Billing tab › Charges › HCPCS.
HCPCS Description	The charge description is output. Source: Call Taking › 3 - Billing tab › Charges › Charge.
Amount	The gross amount of the charge (contractual allowance amounts or payments associated with the charge are NOT subtracted). Format: If amount is a whole dollar amount, the decimal point and decimal places are not output. Source: Call Taking › 3 - Billing tab › Charges › Price.
Quantity	The number of units associated with the charge. Source: Call Taking › 3 - Billing tab › Charges › Qty.
07 – Diagnosis Record An 07 record is output for each complaint on the trip; however, any duplicates are disregarded. For example, if the same complaint is added to both the A and B legs of a trip, it is only output once.	
Record ID	Always "07"

Field description	Value in RescueNet Billing
ICD-9 Code	The ICD-9 code for the complaint is output. If there is a decimal included in the ICD-9 code, it is included in the output. Source: Call Taking › 2 – Medical tab / Complaints / ICD-9
ICD9 Description	The description of the complaint. Source: Call Taking › 2 - Medical tab › Complaints.
08 – Pick-up and Drop-off Record	
Record ID	Always “08”
Pick-up Facility Name	If the pick-up facility is the customer’s residence, “Residence” is output. If the pick-up facility is the scene of an accident, an asterisk is output. Otherwise, the facility name is output. Source: Call Taking › 1 - Service tab › Pick-up › Facility.
Pick-up Facility Address	If the pick-up facility is the customer’s residence, an asterisk is output. The facility street address is output, followed by an asterisk. If there is an Apt., Suite, or Room associated with the facility’s address, it is output, followed by an asterisk. If there is no Apt., Suite, or Room associated, just the asterisk is output. Source: Call Taking › 1 - Service tab › Pick-up › Address, Apt, Ste, Rm.
Pick-up Facility City	If the pick-up facility is the customer’s residence or there is no city associated with the facility, an asterisk is output. Otherwise, the facility city is output. Source: Call Taking › 1 - Service tab › Pick-up › City.
Pick-up Facility State	If the pick-up facility is the customer’s residence, or there is no state associated with the facility, an asterisk is output. Otherwise, the facility state is output. Source: Call Taking › 1 - Service tab › Pick-up › State.

Field description	Value in RescueNet Billing
Pick-up Facility ZIP Code	If the pick-up facility is the customer's residence, or there is no ZIP Code associated with the facility, an asterisk is output. Otherwise, the facility ZIP Code is output. Source: Call Taking › 1 - Service tab › Pick-up › ZIP.
Drop-off Facility Name	If the drop-off facility is the customer's residence, "Residence" is output. If the drop-off is neither the customer's residence, nor a facility, an asterisk is output. Otherwise, the facility name is output. Source: Call Taking › 1 - Service tab › Drop-off › Facility.
Drop-off Facility Address	If the drop-off facility is the customer's residence, an asterisk is output. The facility street address is output, followed by an asterisk. If there is an Apt., Suite, or Room associated with the facility's address, it is output, followed by an asterisk. If there is no Apt., Suite, or Room associated, just the asterisk is output. Source: Call Taking › 1 - Service tab › Drop-off › Address, Apt, Ste, Rm.
Drop-off Facility City	If the drop-off facility is the customer's residence or there is no city associated with the facility, an asterisk is output. Otherwise, the facility city is output. Source: Call Taking › 1 - Service tab › Drop-off › City.
Drop-off Facility State	If the drop-off facility is the customer's residence, or there is no state associated with the facility, an asterisk is output. Otherwise, the facility state is output. Source: Call Taking › 1 - Service tab › Drop-off › State.
Drop-off Facility Zip Code	If the drop-off facility is the customer's residence, or there is no ZIP Code associated with the facility, an asterisk is output. Otherwise, the facility ZIP Code is output. Source: Call Taking › 1 - Service tab › Drop-off › ZIP

Field description	Value in RescueNet Billing
09 – Company Record	
Record ID	Always “09”
Company Name	Company name is output. Blank if company name is left blank. Source: Call Taking › 1 – Service tab › Company
Company Address Line 1	Address configured in Pay-to button or Edit company dialog in administration.
Company Address Line 2	Address configured in Pay-to button or Edit company dialog in administration.
Company City	City configured in Pay-to button or Edit company dialog in administration.
Company State	State configured in Pay-to button or Edit company dialog in administration.
Company ZIP	ZIP configured in Pay-to button or Edit company dialog in administration.
Company Phone Number	Phone number configured for company in administration.

Example

01*Parsons*Casey**1800 38th Street*Suite 200*Boulder*CO*80301*3038010000*04181968*123456789*Pinpoint Technologies*1*

02*019999999*600.95*12152001*12012001*1250*

03**********0**

04*Medicare*1215 Main Street**Boulder*CO*80301*12345*1234*125.05*12122001*

05*175.50*310.75*

06*A0123*BLS Base Rate*200.50*1*

06*A0456*BLS Mileage*50*5*

07*478.1*Nose Pain*

07*784.7*Nosebleed*

08*Residence*****Boulder Community Hospital*2000 Broadway*Boulder*CO*80303

09*My Company*1 Main Street*Suite 100*Boulder*CO*80301*(303) 801-1000 Ext. 123*

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 20, 2020

To: All Known Prospective Bidders

Addendum Number : 1

RE: Re-Solicit Secondary Collections Agency for Public Safety/EMS

Solicitation Identification Number PD 19-20.094

All:

This notice is to provide for Acknowledgment of Addendum 1.

The following information is provided:

PD 19-20.094 Bids Due for Re-Solicit Secondary Collections Agency for Public Safety/ EMS

Date: 10/8/2020

Time: 2:00 PM

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of you having received same. You may photocopy for your record.

Sincerely,

Lawrence Gordon

Lawrence A. Gordon
Purchasing Specialist

For

Jeffry Lovingood

Purchasing Coordinator

Enclosures

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 21, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 19-20.094 Re-Solicit Secondary Collections Agency for Public Safety and EMS

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for a clarification regarding the Pre-Solicitation Conference and Bid due date.

The following are the update dates and times:

Event	Old Date	New Date
Pre-Solicitation Conference:	~~September 16 @ 10:30 AM~~	September 30 @ 9:00 AM CDT
Audio-Video Presentation: Click Here	Audio-Only: (863) 333-5817 ID 239 664 212#	
Bid Due Date:	~~October 01 @ 2:00 PM CDT~~	October 08 @ 2:00 PM CDT
Audio-Video Presentation: Click Here	Audio-Only: (863) 333-5817 ID 868 174 87#	

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 30, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 19-20.094 Re-Solicit Secondary Collections Agency for Public Safety and EMS

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides for a clarification regarding the last date for questions and an update to one in the Scope of Work.

The following are the updates:

- Final Date for Questions: ~~September 24 @ 5:00 PM~~ October 5 @ 5:00 PM CDT
- Special Terms and Conditions, Section 2(A)(5)(a) states that the Contractor shall possess "Satisfactory completion of at least one year of ground ambulance billing."

  While the County prefers that the awarded vendor have this experience, it is not required to bid.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 6, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 19-20.094 Re-Solicit Secondary Collections Agency for Public Safety and EMS

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 4 provides for a clarification regarding the following question:

Question: Please clarify how old the accounts will be when placed. Will they be a year old, six months old, or 120 days old?

Answer: With our current policy, the bad debt approval goes to the Board of County Commissioners once a year. Therefore some account aging would cover 120 days - one year. The selected collection agency would have to work those accounts. All accounts would need to appear on the patient's credit report. For accounts aging under one year old, the patient possible may provide their health insurance information to be file. Depending on the timeline, some claims may not be able to file to health insurance.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records. If your firm has already submitted a proposal response and this Addendum 4 has no impact on the proposal, you are welcome to email your acknowledgement of this form.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18827 **County Administrator's Report 10. 47.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Award the First of Two Possible One-Year Renewal Periods for PD 18-19.108, Waste Tire Removal and Recycling/Disposal Services
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of the First of Two Possible One-Year Renewal Periods for PD 18-19.108, Waste Tire Removal and Recycling/Disposal Services - Pat Johnson, Waste Services Department Director through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the requested price increase from $80.00 per load to $85.00 per ton.

B. Approve the utilization of the first of two one-year renewal periods as stated in Section 2 of the executed Indefinite Quantity/Indefinite Amount Agreement, and authorize the County Administrator to sign any related documents.

Vendor	Funding	Amount	Contract Number
Little Tire Hauling, Inc.	Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services	$75,000	PD 18-19.108

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

- Original Agreement

BACKGROUND:

The vendor bid on the previous contract lowering fees in anticipation of increased tire tonnage from the Waste Services Landfill Mining Project. The vendor stayed with the original bid price for all of Fiscal Year 2019-2020. Waste Services considers the vendor's request for an increase from $80.00/ton to $85.00/ton for this Fiscal Year to be legitimate.

Specifications for PD 18-19.108, Escambia County Waste Services Department purchase of tire removal services, was posted in Vendor Registry on August 27, 2019. The solicitation was issued to 85 registrants representing 63 firms. 19 firms viewed the solicitation and 14 downloaded the solicitation. On September 16, 2019, two bid responses were received and Little Tire Hauling, Inc., was deemed the lowest, most responsive and responsible bidder.

BUDGETARY IMPACT:

Vendor	Funding	Amount	Contract Number
Little Tire Hauling, Inc.	Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services	$75,000	PD 18-19.108

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Section 46-44.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will notify the firm of the renewal and issue the Purchase Order. The Facilities Department will be the Contract Administrator.

Attachments

Original Solicitation
Original Board Award
Price Increase Request
Department Price Increase Approval

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

Re-Solicit Waste Tire Recycling/Disposal
SPECIFICATION NUMBER PD 18-19.108

BIDS WILL BE RECEIVED UNTIL 3:00 PM CDT, September 16, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert D. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Savannah Kruse
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4982
E-Mail: Slkruse@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

SLK

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not

fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the

County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
Re-Solicit Waste Tire Recycling/Disposal
SPECIFICATION PD 18-19.108

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

Re-Solicit Waste Tire Recycling/Disposal
PD 18-19.108

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	3
Drug-Free Workplace Form **	5
Information Sheet for Transactions and Conveyances Corporate Identification **	6
List of General Terms and Conditions (Incorporated by Reference)	8
Special Terms and Conditions	10

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Savannah Kruse
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4982

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Re-Solicit Waste Tire Recycling/Disposal

Solicitation Number PD 18-19.108

Solicitation

MAILING DATE: 08/27/2019
PRE-SOLICITATION CONFERENCE: NA
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, September 16, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Bid Bond Attached:
$_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Removal and recycling/disposal of waste tires with or without rims, commercial truck tires, tractor tires, and off-road heavy equipment tires. Leaving a trailer at the County Site 24 hours a day/ 7 days a week.

$_____Per/Ton

Option 1:
Removal and recycling/disposal of waste tires, with or without rims, commercial truck tries, tractor tires, and off- road heavy equipment tires at a designated Escambia County location using live loading.

$_____Per/Ton

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.

Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of $500 (five hundred).

A Bid Bond in the amount of **$500 (five hundred)** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.108, "Re-Solicit Waste Tire Recycling/Disposal", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. <u>Sanctions</u>

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work

Annual Fixed Price Contract for Waste Tire Removal and Recycling/Disposal from the Escambia County Waste Service (WS) Waste Tire Collection Center (WTCC) located at 13009 Beulah Road, Cantonment, Florida. Service will be provided on a weekly basis.

A. Detailed Description of Work:

The purpose and scope of these specifications are to establish the requirements for a contract to remove waste tires including tires with rims, commercial truck tires, tractor tires, and off-road heavy equipment tires.

Recycling of Waste Tires - The Contractor will remove 100% of waste tires, including tires with rims, accumulated at the WS WTCC, on a weekly basis for processing as a recyclable commodity when recycling services are available. The waste tire recycling process will qualify as recycling as determined by the WS.

It is the responsibility of the bidder to become familiar with and determine the nature and conditions affecting the deposition of waste tires at the WS.

The Contractor shall provide, at his own expense, all labor, insurance, supervision, machinery and equipment, plant buildings, trucks, other tools, equipment and accessories and things necessary to maintain the standards of the project performance set forth herein.

The WS receives approximately 120 tons of tires per month on a regular basis during Landfill Mining. Tires will be weighed on the certified scales at the Perdido Landfill and invoices shall be based on the net weight. A copy of the Scale House tickets shall accompany each invoice. There will be no charge for use of the Perdido Landfill scales. Stored tare weights of Contractor equipment will be recorded at the PLF Scale House.

It is the County's best forecast that the waste tire flow to the WS will continue to be approximately 120 tons of tires per month during the Landfill Mining project, but the County makes no guarantee as to future quantities. This solicitation is for removal of whatever quantity of waste tires the County receives. The County assumes that the Bidder is fully aware of this situation.

The Contractor will be expected to provide all necessary equipment, personnel, power sources and associated logistic needs to remove all tires at the WS including tires with or without rims, commercial truck, tractor and off-road heavy equipment tires. The Contractor will be expected to provide enough vehicles to move the waste tires from the storage area to the Scale House for weighing.

The Contractor will be expected to remove all tires stockpiled on a weekly basis in accordance with the provisions of the Florida Division of Environmental Protection Waste Tire Rule 62-711 FAC.

B. County Responsibility and Rights:

The County agrees to provide the Contractor access to the WTCC at the WS or any other Solid Waste Management Facility as deemed appropriate by the Escambia County WS and maintain roads such that access to the storage site is safe and efficient.

The County has the right to inspect the bidder's facility at any time during normal working hours. Proof of current Florida Department of Environmental Protection (FDEP) and Alabama Department of Environmental Protection (ADEM) Waste Tire Hauling Permit required as needed depending on destination. Disclosure is needed of Contractor's final destination with WS waste tires to a FDEP/ADEM permitted recycling/disposal site.

The County shall remit payment to the vendor within 30 days after receipt of invoice. The Contractor shall bill Escambia County for waste tires hauled from the WS for the previous month. The County will provide onsite weighing of the Contractor's loaded whole tires at not cost to the Contractor.

Escambia County reserves the right to engage alternate vendors for similar work, as needed, on an emergency basis. The County shall determine designation of an emergency.

County staff will load the contractor's trailer directly at the WS WTCC, using County equipment.

C. Contractors Responsibility and Duties:

The Contractor will provide all equipment, vehicles, personnel, power sources, maintenance and any other required logistic support to accomplish the removal of waste tires. The Contractor shall provide Escambia County with a 90-100 cubic yard open-top trailer suitable for collection and storage of tires at the WS. The Contractor will deliver an empty trailer and collect the full trailer. County staff will load the trailer. Live loading services will not be offered.

The Contractor will invoice Escambia County monthly for completion of work performed.

The Contractor shall be responsible for damages for any loss, damage or injury, together with costs and expenses incidental thereto, including attorney's fees, arising out of or due to the negligence of the Contractor, his agents or employees, in the operation of the tire removal project.

The Contractor shall provide the County with a detailed list of the disposition of all waste tires removed from the WS's WTCC, or any other Solid Waste Management Facility as deemed appropriate by the Escambia County WS.

D. Option:

As an option, the Contractor would bring an empty trailer to a designated Escambia County location. The County would live load the trailer and then the contractor would leave the site.

The Contractor will provide all equipment, vehicles, personnel, power sources, maintenance and any other required logistic support to accomplish the removal of waste tires.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$500 (five hundred)**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Performance and Payment Bonds

The County **shall** require the successful Offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful Offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. Procurement Questions

Questions shall be directed to Savannah Kruse, Purchasing Specialist, at Slkruse@myescambia.com. Last day for questions will be September 9, 2019 at 5:00 p.m. CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will not be necessary.

Inspection of Facilities: It is the Offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for Offeror's inspection of facilities and/or activity schedules may be secured from >, phone >. Failure to visually inspect the facilities may be cause for disqualification of your offer.

8. Codes and Regulations

The awarded Vendor shall strictly comply with all federal, state and local environmental and safety codes.

9. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

10. Debris

Awarded Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. Protection of Property/Security

The awarded Vendor shall provide all barricades and take all necessary precautions to protect project area and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded Vendor shall provide for removal of all debris from County property.

The awarded Vendor shall at all times guard against damage or loss to property of Escambia County, or of other Vendors or contractors, and shall be held responsible for

replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded Offeror or his agent.

The awarded Vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

12. Compliance with Governing Laws and Regulations

The Offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

13. Contract Term and Renewal

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

14. Price Adjustment

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

15. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the Offeror on the Bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

16. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

17. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded Vendor shall be paid for services performed through the date of termination.

18. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

19. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

20. Award

Award shall be made on an "all-or-none total" basis.

21. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

22. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Non-Contract Insurance Requirements

23. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Savannah Kruse, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

24. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Non-ADA Compliant

Public Notice of Recommended Award										
Bid Tabulation	**Solicitation Number:** PD 18-19.108 **Solicitation Name:** Re-Solicit Waste Tire Recycling-Disposal									
Bid Opening Time: 3:00 PM **Bid Opening Date:** 9/16/2019 **Bid Opening Location:** Rm 11.108 **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Leaving a trailer at the County Site (Per Ton)	Option 1 (Per Ton)
Little Tire Hauling Co. Inc		Y	Y	Y	Y	Y	n\a	Y	$80.00	$0.00
Ashberry Landfill LLC		Y	Y	Y	Y	N	n\a	Y	$100.00	$100.00
Bids Opened By:	Savannah Kruse, Purchasing Specialist			**Date:**	9/17/2019	**Status:**				
Bids Tabulated By:	Savannah Kruse, Purchasing Specialist			**Date:**	9/17/2019	UNDER REVIEW				
Bids Witnessed By:	Kasi Whitaker			**Date:**	9/17/2019	**CAR Date:**		**BCC Date:**		

Purchasing Manager/Designee recommends to the BOCC: vard a contract to:

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:

Ashberry Landfill LLC This was non-responsive due to not providing documentation to show eligability to do business in the State of Florida.

Posted: **10/4/19 12:00 PM** **Form Completed By:** **SLK/kmw**

Savannah Kruse

Non-ADA Compliant

Public Notice of Recommended Award										
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Little Tire Hauling Co. Inc		Y	Y	Y	Y	Y	n\a	Y	$80.00	$0.00
Ashberry Landfill LLC		Y	Y	Y	Y	N	n\a	Y	$100.00	$100.00
Bids Opened By:	Savannah Kruse, Purchasing Specialist		**Date:**	9/17/2019	**Status:**					
Bids Tabulated By:	Savannah Kruse, Purchasing Specialist		**Date:**	9/17/2019	RECOMMENDATION TO AWARD					
Bids Witnessed By:	Kasi Whitaker		**Date:**	9/17/2019	**CAR Date:**		**BCC Date:**			

Purchasing Manager/Designee recommends to the BOCC: vard a contract to:

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:

Ashberry Landfill LLC This was non-responsive due to not providing documentation to show eligability to do business in the State of Florida.

Posted: **10/4/19 12:00 PM** **Form Completed By:** **SLK/kmw**

Savannah Kruse

Non-ADA Compliant

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: **Waste Tire Recycling/Disposal Bid**

Bid Number: **PD 18-19.108**

Opening Date/Time: **September 16, 2019**

Purchasing Agent: **Savannah Kruse**

Client Department: Engineering Dept. Director/Designee: **Jim Howes**

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #: N/A

Fund #: **401** Fund Title: **Solid Waste Fund**

Cost Center #: **230306** Cost Center Title: **Recycling**

Object Code #: **53401** Object Code Title: **Other Contractual Services**

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation X Yes No
Note: Attachments to Requisition shall Reference PD #

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

To Award Waste Tire Recycling/Disposal to Little Tire Hauling

Unit Price Extensions Checked by:

(Signature) (Date)
Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing Yes No Client Department Yes No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval
(Signature)
Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval:

(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

PD 18-19.108 Re-Solicit Waste Tire Recycling/Disposal

Compnay Name	Name
AA&B Human Capital Svcs- Janitorial Co	Alicia Brown
ACTION SALES LLC	Barbara Lopez
AECOM Technical Services Inc.	Ann Rhodes
AECOM Technical Services Inc.	Dan Levy
Aftermath Disaster Recovery	Melanie Corley
Andala Enterprises Inc.	John Ralls
ANTILLEAN RX CENTERS LLC	Bridgette Montgomery
ANTILLEAN RX CENTERS LLC	Daniel Mitchell
ARAMARK UNIFORM SERVICE	Tim Metzger
BCC Waste Solutions	Jason Tunnell
Bio-One	Gabriel Montenegro
Birkshire Johnstone LLC	Chris Shearman
Birkshire Johnstone LLC	Melissa Wright
Clay's Hauling LLC.	Delecia Kennedy-Clay
Clay's Hauling LLC.	Robert Clay
Clean Harbors Environmental Services	Edward Jones
Dodge Data & Analytics	Dodge Reports
Dodge Data & Analytics	Swamy Kalyan
EmCo Consulting Inc	Kelly Sanchez
Empire Builders Group Inc	David Sanfilippo
Fabre Engineering & Surveying	Cecil Jernigan
Fabre Engineering & Surveying	Debra Channell
Government Services Group Inc.	David Jahosky
Grand Service Company LLC.	Marcla Keyes
Grand Service Company LLC.	Mark Greene
Green Group Environmental LLC	Brian Benoit
Green View Turf Maintenance Inc.	Mark Underdahl
Greer Enterprises	Glenn Byer
Grow Inc	Brenna Nipper
Grow Inc	Jeff Kaulbars
Hanson Professional Services Inc.	Brian Lemieux
Hanson Professional Services Inc.	Nicola Pascucci-Arnoux
JB Coxwell	Blake Sherrod
JHS Environmental Engineering	Hala Sfeir
L. Pugh & Associates Inc	Jay Larson
L. Pugh & Associates Inc	Larry Pugh
LaCoste General Contractors LLC	Jesseâ€™ LaCoste
Landrum Tree Service LLC	Mr Landrum
Landrum Tree Service LLC	Russell Landrum
LFG Technologies Inc.	Barry Rogers
Little Tire Hauling	Tammy Holt
LITTLE TIRE HAULING INC	DAVID LITTLE
LITTLE TIRE HAULING INC	JANE SCHEFFLER
MCNORTON MECHANICAL CONTRACTORS	LYNN MCNORTON
MCNORTON MECHANICAL CONTRACTORS	SEAN KELLY

Morris & Morris LLC	Ronald Morris
OliverSperry Renovation	Tiffany Boyer
Omni Construction	Donna Petronis
Pat's Pump & Blower	David Pace
Pat's Pump & Blower	Kevin Fender
Patterson and Associates LLC	Robert Patterson
Petersen Industries	Nicholas Filer
Phillips Lawn and tree service LLC	Kallen Phillips
Pot-O-Gold Rentals LLC	Melissa Gossett
Pot-O-Gold Rentals LLC	Wes Bridges
Pritchett Trucking	Jeff Wood
Pritchett Trucking	Sam Mclaughlin
R H Mooore	Michael Baldwin
Reasor Building Group	Matt Hall
RECOVERY DRILLING SERVICES LLC	JOHN STONE
Republic Services	Genie Frazer
Republic Services	Yolonda Hurst
Rockwell Corporation	Raul Ramos
Rowe Enterprises Inc.	Justis Smith
S&S recycling and demolition of Mansfield LLC	Bobby Stevens
Sessions Incorporated	Paul Sessions
Snappy's Lawn Care	Levi Jernigan
Something Old Salvage LLC	Anthony Simpson
Something Old Salvage LLC	Sabrina Simpson
Team Synergy LLC.	Autry Dean Jacobs
Terry's Paint & Body Inc.	Terry Hedges
Thalle Construction Co. Inc.	Pricella Andrew
The Sumlin Group Llc	Michael Sumlin
TRADEBE ENVIRONMENTAL SERVICES LLC	David Holmgreen
Tri Con works LLC	Mike Stallard
Tri-Star Waste Management Demolition LLC	James Thomas
US Ecology	Kristy King
Waste Knot Connections Inc.	Leanne Blanton
Waste Knot Connections Inc.	Micah Murray
Waste Pro of Florida Inc.	Jolene Johnson
Water Technology Inc.	Gregor St. John
Williamsbrothershauling inc	Deonne Williams
Witt O'Brien's LLC	Heather Strickler

Address	City	State	Postal Code
2265 Roswell Road Suite 100	Marietta	GA	30062
5700 SW 123 AVE. MIAMI FL 33183	Miami	FL	33183
1625 Summit Lake Drive Suite 200	Tallahassee	FL	32317
1625 Summit Lake Drive Suite 200	Tallahassee	FL	32317
1826 Honeysuckle Lane	Prosper	TX	75078
641 Bayou Blvd	Pensacola	FL	32503
3520 S. Orange Ave	Orlando	FL	32806
3520 S. Orange Ave	Orlando	FL	32806
9720 NAVCO ROAD	Mobile	AL	36605
13040 Underwood Rd	Summerdale	AL	36580
707 E. Cervantes St Suite B #129	Pensacola	FL	32501
507 East Fairfield	Pensacola	FL	32503
507 East Fairfield	Pensacola	FL	32503
2300 Town Street	pensacola	FL	32505
2300 Town Street	pensacola	FL	32505
42 Longwater Drive	Norwell	MA	2061
300 American Metro Blvd Suite 185	Hamilton	NJ	8619
830 3rd Avenue 6th floor	New York	NY	10022
401 E Chase Street Suite 100	Pensacola	FL	32502
P.O Box 37727	Pensacola	FL	32526
119 Gregory Square	Pensacola	FL	32502
119 Gregory Square	Pensacola	FL	32502
1500 Mahan Drive Suite 250	Tallahassee	FL	32308
320 Edgewater dr	Pensacola	FL	32507
320 Edgewater dr	Pensacola	FL	32507
808 highway 90	holt	FL	32564
923 Montclair Rd	Pensacola	FL	32505
1909 Brookdale Drive W	Mobile	AL	36619
973 16th St Se	Naples	FL	34117
973 16th St Se	Naples	FL	34117
910 N. Waukesha Street	Bonifay	FL	32425
910 N. Waukesha Street	Bonifay	FL	32425
6741 Lloyd Road West	Jacksonville	FL	32254
278 Needles Trail	Longwood	FL	32779
10108 N Palafox Hwy	Pensacola	FL	32534
10108 N Palafox Hwy	Pensacola	FL	32534
117 Beverly pkwy	Pensacola	FL	32503
680 Hood Rd	Stockbridge	GA	30281
680 Hood Rd	Stockbridge	GA	30281
6830 E Michigan	Kalamazoo	MI	49048
17226 LTRC Lane	Andalusia	AL	36420
10724 SALEM CHURCH ROAD	ANDALUSIA	AL	36420
10724 SALEM CHURCH ROAD	ANDALUSIA	AL	36420
1171 W Detroit Blvd	Pensacola	FL	32534
1171 W Detroit Blvd	Pensacola	FL	32534

1149 Webster Dr.	Pensacola	FL	32505
401 Office Plaza Drive oliversperry renovation	Tallahassee	FL	32301
90 Glen Court	Pearl River	LA	70452
2141 West Church St	Orlando	FL	32805
2141 West Church St	Orlando	FL	32805
1532 Quail Roost Lane	Jacksonville	FL	32220
4000 State Road 60 West	Lake Wales	FL	33859
1689 eagle drive	Cantonment	FL	32533
41248 East I-55 Service Road	Hammond	LA	70403
41248 East I-55 Service Road	Hammond	LA	70403
1050 SE 6th street	lake butler	FL	32054
1050 SE 6th street	lake butler	FL	32054
7834 Depot Lane	TAMPA	FL	33637
7100 Plantation Rd	Pensacola	FL	32504
157 WEST MAIN STREET	DUDLEY	MA	1571
3720 Varner Drive	Mobile	AL	36693
2910 N Palafox St	Pensacola	FL	32533
3309 Linger Court	Pensacola	FL	32526
9799 US Highway 301	Hampton	FL	32044
1199 w 4th st	Mansfield	OH	44906
7001 Trammel Drive	Milton	FL	32570
964 Fleming Circle	Pensacola	FL	32514
2361 Lansing Dr	Pensacola	FL	32504
2361 Lansing Dr	Pensacola	FL	32504
7945 Old Lake Road	Bolton	NC	28423
8129 Pensacola Blvd.	Pensacola	FL	32534
900 NC Hwy 86 North	Hillsborough	NC	27278
2935 Rosebud RD apt 603	Loganville	GA	30052
1433 E. 83RD AVE. STE. 200	MERRILLVILLE	IN	46410
1211 Hollywood Street	Houston	TX	77015
3736 Baywood Dr	Moss Point	MS	39563
7202 East 8th Ave	Tampa	FL	33619
PO Box 1871	Pensacola	FL	32591
PO Box 1871	Pensacola	FL	32591
4205 Beasley Rd.	Gautier	MS	39553
116 5th st SW	Jasper	FL	32052
202 sheppard street	Cantonment	FL	32533
1201 15th Street NW Suite 600	Washington	DC	20005

Email	Phone	LastNotified	TimesNotifi
Alicia.Brown@aabjanitorialcleaning.com	7705094806	0	
actionsod@actionsod.com	3052757100	0	
ann.rhodes@aecom.com	8504026308	0	
dan.levy@aecom.com	3055191194	0	
rfps@aftermathdisaster.com	9725671489	0	
johnralls@rallslawfirm.com	8503241210	0	
Bmontgomery02@hotmail.com	4076302947	0	
daniel@sevengatescorp.com	4072850399	0	
metzger-tim@aramark.com	2515456255	0	
jason@bccwastesolutions.com	2517479875	0	
info@bioonepensacola.com	8508556349	0	
chris@birkshirejohnstone.com	8507771169	0	
melissa@birkshirejohnstone.com	8504323115	0	
clayshauling@yahoo.com	8509823237	0	
clayshauling@yahoo.com	8509823237	0	
jones.edward@cleanharbors.com	9042387160	0	
dodge.bidding@construction.com	4139304513	0	
s.kalyanaraman@construction.com	8779031909	0	
kelly@emcoco.com	8504570330	0	
estimator@empirebuildersgroup.com	8505542500	0	
cjernigan@fabreinc.com	8504336438	0	
debrachannell@fabreinc.com	8504336438	0	
tpeters@govserv.com	8506813717	0	
gsc7149@gmail.com	8502932653	0	
markg7149@gmail.com	8504188688	0	
brian@greengroupenvironmental.com	8503050522	0	
gvturf@gmail.com	8505033347	0	
glenn@greerllc.com	8133682817	0	
brenna@growtreeservice.com	2392933170	0	
jeff@growtreeservice.com	2394942570	0	
blemieux@hanson-inc.com	8505471539	0	
narnoux@hanson-inc.com	3054284354	0	
blakes@jbcoxwell.com	9045683451	0	
hsfeir@jhsee.org	4076207878	0	
jlarson@lpugh.com	8504782777	0	
jlarson@lpugh.com	8504782777	0	
lacostegeneralcontractorsllc@yahoo.com	8504497047	0	
landrumtree@hotmail.com	4045575033	0	
landrumtree@hotmail.com	4045575033	0	
brogers@lfgtech.com	2697628481	0	
littletirehauling@gmail.com	3344880288	0	
wdlittle@centurylink.net	3344271608	0	
jane@immacpower.com	3344271608	0	
LMCNORTON@MCNORTONHVAC.COM	8504785164	0	
sean@mcnortonhvac.com	8504785164	0	

morris_morrislandscaping@yahoo.com	8503161074	0
tboyer@oliversperryrenovation.com	8503866383	0
donna@omniconstruction.org	9858632991	0
patspump@aol.com	8003597867	0
kfender@patspump.com	4078417867	0
pandallc@bellsouth.net	9043349690	0
nfiler@petersenind.com	8636761493	0
Phillipslawnandtreeservice@yahoo.com	8505251954	0
melissa@potogoldwaste.com	8887686465	0
wes846@gmail.com	8887686465	0
jwood@pritchetttrucking.com	3864387248	0
smclaughlin@pritchetttrucking.com	3524347691	0
michael@rhmooreassociates.com	8139880200	0
matt.hall@rbg8a.com	8505728833	0
recoverydrilling@aol.com	5083351178	0
gfrazer@republicservices.com	8504377853	0
yhurst@republicservices.com	8504377831	0
rockwellcorporation@gmail.com	8508169363	0
justis@rowepp.com	3524683306	0
mansfieldohio@aol.com	3058018076	0
sessionsincorporated@gmail.com	8502326158	0
levi.jernigan@gmail.com	8502594022	0
a.simpson63@yahoo.com	8507750350	0
sabrina.simpson@yahoo.com	8507589900	0
deanjacobs@teamsynergyllc.org	9106125565	0
hbrowser@aol.com	8504783317	0
pandrew@thalle.com	7708664638	0
mikesumlin@yahoo.com	4048082994	0
usa.bids@tradebe.com	8003887242	0
mstallard@triconworks.com	7725388816	0
tristardisposal@att.net	2282196995	0
kristy.king@usecology.com	4789195792	0
leanne@emcoco.com	8504585757	0
micah@wkcrentals.net	8504585757	0
jrjohnson@wasteprousa.com	5046508480	0
gregor@wti.services	2398724981	0
williamsbruthers1@gmail.com	8503939907	0
leads@wittobriens.com	2022072937	0

CompanyName	FirstName	LastName	EventType
Andala Enterprises Inc.	John	Ralls	Viewed
Andala Enterprises Inc.	John	Ralls	Downloaded
Ashberry Landfill LLC	Ty	Ashberry	Viewed
Ashberry Landfill LLC	Ty	Ashberry	Downloaded
Bluebook Network Building & Construction	Heather	Patane	Viewed
Bluebook Network Building & Construction	Project	Leads	Viewed
CHIN	Chin	Marimat	Viewed
CHIN	Chin	Marimat	Downloaded
ConstructConnect	Kristy	Osborn	Viewed
ConstructConnect	Kristy	Osborn	Downloaded
Construction Journal	Nancy	Rogers	Downloaded
Construction Journal	Pamela	Exton	Downloaded
Construction Journal	Nancy	Rogers	Viewed
Construction Journal	Pamela	Exton	Viewed
Dodge Data & Analytics	Dodge	Reports	Viewed
Dodge Data & Analytics	Dodge	Reports	Downloaded
Dodge Data & Analytics	Swamy	Kalyan	Viewed
Empire Tire of Edgewater LLC	Clifton	McFadden	Viewed
Empire Tire of Edgewater LLC	Richard	OConnor	Viewed
Empire Tire of Edgewater LLC	Clifton	McFadden	Downloaded
Empire Tire of Edgewater LLC	Richard	OConnor	Downloaded
Envirobidnet.com an Entram Corp.	Cathleen	Cavanagh	Downloaded
Envirobidnet.com an Entram Corp.	John	Falcone	Downloaded
Envirobidnet.com an Entram Corp.	Cathleen	Cavanagh	Viewed
Envirobidnet.com an Entram Corp.	John	Falcone	Viewed
fl research inc.	Rick	Cole	Viewed
fl research inc.	Rick	Cole	Downloaded
Florida Bid Reporting	Kila	Rus	Viewed
IMS	Lisa	Terranova	Viewed
Little Tire Hauling	Tammy	Holt	Viewed
Little Tire Hauling	Tammy	Holt	Downloaded
Major Seas Cleaning and Janitorial Services	Cheryl	Mulrain	Viewed
Major Seas Cleaning and Janitorial Services	Ryan	Means	Viewed
Major Seas Cleaning and Janitorial Services	Cheryl	Mulrain	Downloaded
Major Seas Cleaning and Janitorial Services	Ryan	Means	Downloaded
Morris & Morris LLC	Ronald	Morris	Downloaded
Morris & Morris LLC	Ronald	Morris	Viewed
Online Data Services LLC	Frank	Cobia	Downloaded
Online Data Services LLC	Frank	Cobia	Viewed
onvia	source	manageme	Downloaded
onvia	Source	Team	Downloaded
onvia	source	manageme	Viewed
onvia	Source	Team	Viewed
Panhandle Grading & Paving Inc	Josh	Hamner	Viewed
Ranger Environmental	James	Turner	Viewed
SevenOutsource	Steve	Walse	Viewed

SevenOutsource	Steve	Walse	Downloaded

AGREEMENT RELATING TO WASTE TIRE REMOVAL AND RECYCLING/DISPOSAL SERVICES (PD 18-19.108)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Little Tire Hauling, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 63-1267077, whose principal address is 17226 LTRC Lane, Andalusia, AL 36420.

WITNESSETH:

WHEREAS, on or about August 27, 2019, the County issued an Invitation to Bid (PD 18-19.108) seeking the services of a contractor to perform waste tire removal and recycling/disposal services; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms. The total duration of this agreement shall not exceed the duration of thirty-six (36) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid "Re-Solicit Waste Tire Recycling/Disposal," Specification No. P.D. 18-19.108*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibits referenced in this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor at a fixed rate of $80.00 per ton as provided in the Contractor's bid form attached hereto as **Exhibit B.**

5. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to the following:

Clerk of the Circuit Court
Attn: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. This Agreement may be immediately terminated for cause by the County or for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Pollution/Environmental Impairment Liability; and

(d) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent, or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Little Tire Hauling, Inc.	To: Escambia County
Attention: President	Attention: County Administrator
17226 LTRC Lane	221 Palafox Place, Suite 420
Andalusia, AL 36420	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Either party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. Permits, Licenses and Taxes.

a) All permits and licenses necessary for the performance of the agreement shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the agreement.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Janice P. Gilley, County Administrator

Witness: _____

Witness: _____

BCC Approved: _____

CONTRACTOR:
LITTLE TIRE HAULING, INC.

ATTEST:

By: _____
Tammy Holt, President

By: _____
Corporate Secretary
(SEAL)

Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-09-2019

EXHIBIT A

Non-ADA Compliant

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

Re-Solicit Waste Tire Recycling/Disposal
SPECIFICATION NUMBER PD 18-19.108

BIDS WILL BE RECEIVED UNTIL 3:00 PM CDT, September 16, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert D. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Savannah Kruse
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4982
E-Mail: Slkruse@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

SLK

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not

fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the

County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
Re-Solicit Waste Tire Recycling/Disposal
SPECIFICATION PD 18-19.108

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

Re-Solicit Waste Tire Recycling/Disposal
PD 18-19.108

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	3
Drug-Free Workplace Form **	5
Information Sheet for Transactions and Conveyances Corporate Identification **	6
List of General Terms and Conditions (Incorporated by Reference)	8
Special Terms and Conditions	10

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Savannah Kruse
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4982

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Re-Solicit Waste Tire Recycling/Disposal

Solicitation Number PD 18-19.108

Solicitation

MAILING DATE: 08/27/2019
PRE-SOLICITATION CONFERENCE: NA
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, September 16, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Bid Bond Attached:
$_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Removal and recycling/disposal of waste tires with or without rims, commercial truck tires, tractor tires, and off-road heavy equipment tires. Leaving a trailer at the County Site 24 hours a day/ 7 days a week.

$_____Per/Ton

Option 1:
Removal and recycling/disposal of waste tires, with or without rims, commercial truck tries, tractor tires, and off- road heavy equipment tires at a designated Escambia County location using live loading.

$_____Per/Ton

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.

Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of $500 (five hundred).

A Bid Bond in the amount of **$500 (five hundred)** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.108, "Re-Solicit Waste Tire Recycling/Disposal", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. <u>Sanctions</u>

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work

Annual Fixed Price Contract for Waste Tire Removal and Recycling/Disposal from the Escambia County Waste Service (WS) Waste Tire Collection Center (WTCC) located at 13009 Beulah Road, Cantonment, Florida. Service will be provided on a weekly basis.

A. Detailed Description of Work:

The purpose and scope of these specifications are to establish the requirements for a contract to remove waste tires including tires with rims, commercial truck tires, tractor tires, and off-road heavy equipment tires.

Recycling of Waste Tires - The Contractor will remove 100% of waste tires, including tires with rims, accumulated at the WS WTCC, on a weekly basis for processing as a recyclable commodity when recycling services are available. The waste tire recycling process will qualify as recycling as determined by the WS.

It is the responsibility of the bidder to become familiar with and determine the nature and conditions affecting the deposition of waste tires at the WS.

The Contractor shall provide, at his own expense, all labor, insurance, supervision, machinery and equipment, plant buildings, trucks, other tools, equipment and accessories and things necessary to maintain the standards of the project performance set forth herein.

The WS receives approximately 120 tons of tires per month on a regular basis during Landfill Mining. Tires will be weighed on the certified scales at the Perdido Landfill and invoices shall be based on the net weight. A copy of the Scale House tickets shall accompany each invoice. There will be no charge for use of the Perdido Landfill scales. Stored tare weights of Contractor equipment will be recorded at the PLF Scale House.

It is the County's best forecast that the waste tire flow to the WS will continue to be approximately 120 tons of tires per month during the Landfill Mining project, but the County makes no guarantee as to future quantities. This solicitation is for removal of whatever quantity of waste tires the County receives. The County assumes that the Bidder is fully aware of this situation.

The Contractor will be expected to provide all necessary equipment, personnel, power sources and associated logistic needs to remove all tires at the WS including tires with or without rims, commercial truck, tractor and off-road heavy equipment tires. The Contractor will be expected to provide enough vehicles to move the waste tires from the storage area to the Scale House for weighing.

The Contractor will be expected to remove all tires stockpiled on a weekly basis in accordance with the provisions of the Florida Division of Environmental Protection Waste Tire Rule 62-711 FAC.

B. County Responsibility and Rights:

The County agrees to provide the Contractor access to the WTCC at the WS or any other Solid Waste Management Facility as deemed appropriate by the Escambia County WS and maintain roads such that access to the storage site is safe and efficient.

The County has the right to inspect the bidder's facility at any time during normal working hours. Proof of current Florida Department of Environmental Protection (FDEP) and Alabama Department of Environmental Protection (ADEM) Waste Tire Hauling Permit required as needed depending on destination. Disclosure is needed of Contractor's final destination with WS waste tires to a FDEP/ADEM permitted recycling/disposal site.

The County shall remit payment to the vendor within 30 days after receipt of invoice. The Contractor shall bill Escambia County for waste tires hauled from the WS for the previous month. The County will provide onsite weighing of the Contractor's loaded whole tires at not cost to the Contractor.

Escambia County reserves the right to engage alternate vendors for similar work, as needed, on an emergency basis. The County shall determine designation of an emergency.

County staff will load the contractor's trailer directly at the WS WTCC, using County equipment.

C. Contractors Responsibility and Duties:

The Contractor will provide all equipment, vehicles, personnel, power sources, maintenance and any other required logistic support to accomplish the removal of waste tires. The Contractor shall provide Escambia County with a 90-100 cubic yard open-top trailer suitable for collection and storage of tires at the WS. The Contractor will deliver an empty trailer and collect the full trailer. County staff will load the trailer. Live loading services will not be offered.

The Contractor will invoice Escambia County monthly for completion of work performed.

The Contractor shall be responsible for damages for any loss, damage or injury, together with costs and expenses incidental thereto, including attorney's fees, arising out of or due to the negligence of the Contractor, his agents or employees, in the operation of the tire removal project.

The Contractor shall provide the County with a detailed list of the disposition of all waste tires removed from the WS's WTCC, or any other Solid Waste Management Facility as deemed appropriate by the Escambia County WS.

D. Option:

As an option, the Contractor would bring an empty trailer to a designated Escambia County location. The County would live load the trailer and then the contractor would leave the site.

The Contractor will provide all equipment, vehicles, personnel, power sources, maintenance and any other required logistic support to accomplish the removal of waste tires.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$500 (five hundred)**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Performance and Payment Bonds

The County **shall** require the successful Offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful Offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. Procurement Questions

Questions shall be directed to Savannah Kruse, Purchasing Specialist, at Slkruse@myescambia.com. Last day for questions will be September 9, 2019 at 5:00 p.m. CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will not be necessary.

Inspection of Facilities: It is the Offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for Offeror's inspection of facilities and/or activity schedules may be secured from >, phone >. Failure to visually inspect the facilities may be cause for disqualification of your offer.

8. Codes and Regulations

The awarded Vendor shall strictly comply with all federal, state and local environmental and safety codes.

9. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

10. Debris

Awarded Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. Protection of Property/Security

The awarded Vendor shall provide all barricades and take all necessary precautions to protect project area and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded Vendor shall provide for removal of all debris from County property.

The awarded Vendor shall at all times guard against damage or loss to property of Escambia County, or of other Vendors or contractors, and shall be held responsible for

replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded Offeror or his agent.

The awarded Vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

12. Compliance with Governing Laws and Regulations

The Offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

13. Contract Term and Renewal

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

14. Price Adjustment

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

15. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the Offeror on the Bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

16. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

17. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded Vendor shall be paid for services performed through the date of termination.

18. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

19. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

20. Award

Award shall be made on an "all-or-none total" basis.

21. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

22. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Non-Contract Insurance Requirements

23. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Savannah Kruse, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

24. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

EXHIBIT B

Non-ADA Compliant

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Savannah Kruse
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4982

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Re-Solicit Waste Tire Recycling/Disposal

Solicitation Number PD 18-19.108

Solicitation

MAILING DATE: 08/27/2019
PRE-SOLICITATION CONFERENCE: NA
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, September 16, 2019, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: 63-1267077

Terms of Payment 30 days

Delivery Date will be 1 days after receipt of purchase order

Reason for No Offer _____

Vendor Name: Little Tire Hauling Co, Inc
Address: 17226 LTRC Lane
City, ST. & Zip: Andalusia, AL 36420
Phone: (334) 488-0288
Toll Free: (___) _____
Fax: (___) _____

Bid Bond Attached: $ 500 Cashiers check

Tammy Holt, President
(Name and Title of Person Authorized to Sign Offer)

* Tammy Holt
Signature of Person Authorized to Sign Offer
(Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.*

Bid Form

Removal and recycling/disposal of waste tires with or without rims, commercial truck tires, tractor tires, and off-road heavy equipment tires. Leaving a trailer at the County Site 24 hours a day/ 7 days a week.

$ 80.00 Per/Ton

Option 1:
Removal and recycling/disposal of waste tires, with or without rims, commercial truck tries, tractor tires, and off- road heavy equipment tires at a designated Escambia County location using live loading.

$ _____ Per/Ton

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding***).

Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number N/A

Occupational License # N/A

Florida DBPR Contractor's License, Certification, and/or Registration # N/A

Type of Contractor's License, Certification, and/or Registration FL Dept of Waste Tire Collector

Expiration Date: April 2020

County Permits/Fees Required for this Project: N/A

Person to Contact Concerning This Bid:

Name: Tammy Holt

Phone: 334-488-0288

E-Mail: littletirehauling@gmail.com

Person to Contact for Emergency Service:

Name: Same as above

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of $500 (five hundred).

A Bid Bond in the amount of **$500 (five hundred)** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Continued...

A quote was requested by the Building Services Department from Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC (Vendor 091476). A quote was provided based on pricing from the Florida State Term Contract 25100000-18-1.

In an effort to encourage competition from local businesses, this vehicle purchase was publicly noticed via Vendor Registry on September 19, 2019, to 19 registrants representing 16 firms. The solicitation was viewed by eight firms and downloaded by four firms.

Only one sealed bid was received, and it was from a non-local dealer with a higher price than the one provided by Alan Jay Chevrolet on State Contract. Alan Jay Chevrolet provided the lowest total price of $99,944 for the four units.

[Funding: Fund 406, Cost Center 250109/250111 Building Services/Building Inspection Admin, Object Code 56401, Machinery and Equipment]

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

21. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Little Tire Hauling, Inc., per the terms and conditions of solicitation PD 18-19.108, Re-Solicitation Waste Tire Removal and Recycling/Disposal Services for the Escambia County Waste Service Waste Tire Collection Center, for a period of one year, with options for up to two additional one-year renewals, for a total of 36 months, effective upon execution of the Agreement for an indefinite quantity, indefinite amount of $80 per ton.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services]

(Continued on Page 32)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Continued...

This solicitation was issued to 85 registrants in Vendor Registry representing 63 firms, 19 firms viewed the solicitation and 14 firms downloaded the solicitation. Two bid responses were received.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

22. Recommendation: That the Board approve and authorize the County Administrator to execute the Amendment and Assignment of Agreement for Professional Consulting Services between Escambia County, Florida, and Jehle-Halstead, Inc., to McKim & Creed, Inc., providing for an administrative change to:

A. PD 11-12.030, Beach Haven Northeast Drainage and Sanitary Sewer Project; and

B. PD 15-16.049, Design Services CR 295A (Old Corry) Sidewalk Project,

Assigning all of the rights and obligations of Jehle-Halstead, Inc., to McKim & Creed, Inc.

Motion: Move the balance of the Budget Finance Consent Agenda in the affirmative **For information:** The "balance" refers to Budget/Finance Consent Agenda items 1 through 42, with the exception of items 17 and 26 which were held for separate votes, as amended to drop items 10, 11, and 37.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner May having left the meeting

LITTLE TIRE HAULING, INC.
17226 LTRC LANE
ANDALUSIA, AL 36420
334-488-0288

October 22, 2020

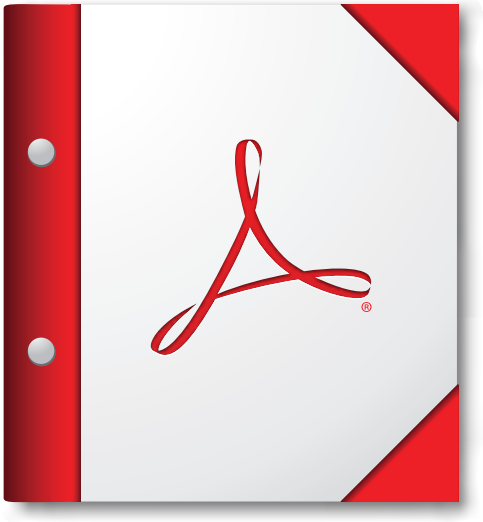
Mr. Jeff Lovingood
Escambia County Landfill

When Little Tire Hauling bid on the contract for the Escambia County Landfill in 2019 we lowered our bid because we were expecting the mining of old tires to be approved. Since that was not the case, I would like to increase our bid to $85 per ton. Should you feel the need to open the bid to the public again I will be happy to submit another formal bid.

If you have any questions or need additional information please feel free to contact me.

Thank you,

Tammy Holt, President
Little Tire Hauling, Inc.



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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18830 **County Administrator's Report 10. 48.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Contract Award for Pensacola Beach Access Road Improvements
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Pensacola Beach Access Road Improvements - Joy Jones, Director, Engineering, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the reallocation of funds from the Pensacola Beach Congestion Management Plan, in the amount of $600,692, to the Pensacola Beach Access Road Improvements Project to cover the Award amount and 5% contingency; and

	Fund	Cost Center	Project Number	Project Name	Amount
FROM	Fund 353, LOST IV	210106	18EN0224	Pensacola Beach Congestion Management Plan	$600,692
TO	Fund 353, LOST IV	210106	TBD	Pensacola Beach Access Road Improvements	$600,692

B. Approve and authorize the County Administrator to sign the agreement between Escambia County, Florida, and Panhandle Grading & Paving, Inc. per the terms and conditions of PD 19-20.093, Pensacola Beach Access Road Improvements, in the amount of $2,096,765.54.

Vendor/Contractor	Funding	Amount	Contract Number

Panhandle Grading & Paving, Inc.	Fund 167, Bob Sikes Toll, Cost Center 140302, Object Code 56301, $1,000,000 Fund 352, LOST III, Cost Center 210107, Object Code 56301, PN15EN3214, $600,912.00 Fund 352, LOST IV, Cost Center 210106, Object Code 56301, PN TBD, $495,853.54	$2,096,765.54	PD 19-20.093

This project is located in Commission District 4

BACKGROUND:

The Pensacola Beach Master Plan - Access Roadway Improvements Project is a roadway upgrade project located on Pensacola Beach. The project includes demolition and debris removal, utility relocation, shifting the alignment of a portion of Pensacola Beach Boulevard to the west, extending and resurfacing the existing service roadway from Bob Sikes Bridge to the Quietwater Beach Restrooms, driveway relocation, construction of new improved parking at Quietwater Beach, extension of the existing multi-use path, stormwater runoff improvements, pedestrian access, the relocation of lighting and transformers within the right-of-way, and the milling and resurfacing of a portion of Pensacola Beach Boulevard.

PD 19-20.093, Pensacola Beach Access Road Improvements was publicly noticed to 77 firms (representing 206 emails) on August 25, 2020. A non-mandatory pre-solicitation conference was held on September 2, 2020. Five firms were represented at this meeting. Five bids were received on October 23, 2020. All five bids were received electronicly. All five were responsive to the terms and conditions of the solicitation. Panhandle Grading & Paving, Inc. was the lowest most responsive and responsible bidder.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Panhandle Grading & Paving, Inc.	Fund 167, Bob Sikes Toll, Cost Center 140302, Object Code 56301, $1,000,000 Fund 352, LOST III, Cost Center 210107, Object Code 56301, PN15EN3214, $600,912.00 Fund 353, LOST IV, Cost Center 210106, Object Code 56301, PN TBD, $495,853.54	$2,096,765.54	PD 19-20.093

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D: Road/Drainage

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form D: Road/Drainage and Purchase Order.

Attachments

Original Solicitation
Addendum #1
Addendum #2
Addendum #3
Addendum #4
Addendum #5
Bid Tabulation
Panhandle Paving & Drainage Bid
Agreement with Exhibits

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID

Pensacola Beach Access Road Improvements
SPECIFICATION NUMBER PD 19-20.093

BIDS WILL BE RECEIVED UNTIL 1:00 PM CDT, September 24, 2020
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
OR
Electronic Submittal Through Vendor Registry
(https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration)

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407 and/or via Microsoft Teams, at **11:00 AM CDT, September 2, 2020**

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Paul Nobles
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4918
E-Mail: prnobles@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
Pensacola Beach Access Road Improvements
SPECIFICATION 19-20.050

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form (optional upload via Vendor Registry)
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

Pensacola Beach Access Road Improvements
PD 19-20.093

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	5
Drug-Free Workplace Form **	9
Information Sheet for Transactions and Conveyances Corporate Identification **	10
List of General Terms and Conditions (Incorporated by Reference)	12
Special Terms and Conditions	16
Index of Documents (Incorporated by Reference and Revised as Indicated Within the Solicitation)	18
Exhibit H – Technical Specifications	23
Exhibit I – Drawings and Plans	24

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Paul Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

INVITATION TO BID

Pensacola Beach Access Road Improvements

Solicitation Number PD 19-20.093

Solicitation

MAILING DATE: 3/23/2020
PRE-SOLICITATION CONFERENCE: A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407 and/or via Microsoft Teams, at 11:00 AM CDT, September 2, 2020
OFFERS WILL BE RECEIVED UNTIL: 1:00 PM CDT, September 24, 2020, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

***** _____
~~Signature of Person Authorized to Sign Offer (Original Signature Required)~~

~~* Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.~~

Bid Form

Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
GENERAL					
G-1	Mobilization	1	LS		

Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
G-2	Erosion Control	1	LS		
G-3	Clearing and Grubbing (Includes Saw-Cut and Stump Removal around Protected Trees)	1	LS		
G-4	Maintenance of Traffic	1	LS		
G-5	Earthwork	1	LS		
G-6	Removal of Unsuitable Materials	500	CY		
G-7	Record and Provide As-Built Record Drawings	1	LS		
G-8	Remove and Replace Irrigation System	1	LS		
G-9	Utility Coordination/Relocation	1	LS		
G-10	Tree Removal/Relocate	1	LS		
G-11	Dewatering	1	LS		
G-12	Sod	4,000	SY		
Access Road and Pensacola Beach Blvd. Improvements					
1-1	Remove and/or Relocate Existing Signs	32	EA		
1-2	Removal of Flag Pole Base	2	EA		
1-3	Remove Concrete Traffic Separator (Includes Saw cut & Curb Removal)	130	SY		
1-4	Remove Banner Support Pole	1	EA		
1-5	Remove Capped DIP and Slab Near Fishing Pier	1	LS		
1-6	Remove Existing Median	700	SY		
1-7	Remove Bollards	9	EA		
1-8	Remove Concrete Sidewalk	360	SY		
1-9	Remove Misc. Concrete	50	SY		
1-10	Remove and Replace Go-Kart Track Fence	290	LF		

Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
1-11	Remove and Replace Morgan Park Wooden Split Rail Fence	180	LF		
1-12	Remove Wood Rail/Sand Fence	1,300	LF		
1-13	Demo/Remove Go-Kart Track	1	LS		
1-14	Saw cut and Remove Asphalt (Includes Multi-Use Path Removal)	3,195	SY		
1-15	Remove Concrete Curb (All Types)	2,400	LF		
1-16	12" Stabilized Subgrade	6,000	SY		
1-17	8" Type B-12.5 Base Course	6,000	SY		
1-18	2" County Spec 2500 Type SP 12.5 Asphalt Surface Overlay	8,840	SY		
1-19	Mill Existing Asphalt	11,600	SY		
1-20	SP 12.5 Base Overbuild - Varying Depth (Sta. 38+40 to 45+98) (3" Max Lifts)	1	LS		
1-21	Modified FDOT Type 5 Curb Inlet - Two (2) Inlets w/ 1 Str. Bottom	6	EA		
1-22	Diversion Structure (S-10)	1	EA		
1-23	Junction Box (Storm)	2	EA		
1-24	FDOT Type "E" Inlet (W/ Traversable Slot)	2	EA		
1-25	FDOT Type "E" Inlet (W/ Traversable Slot)	7	EA		
1-26	FDOT Type "E" Inlet (W/ Traversable Slot)	1,040	LF		
1-27	FDOT Type "E" Inlet (W/ Traversable Slot)	55	LF		
1-28	FDOT Type "E" Inlet (W/ Traversable Slot)	250	LF		
1-29	24" Reinforced Concrete Pipe (RCP) Class III	105	LF		

Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
Access Road and Pensacola Beach Blvd. Improvements Continued					
1-30	Clean White Sand Fill (Per Escambia County LDC)	500	CY		
1-31	Construct Handicapped Parking Space (Includes Striping and Signage)	12	EA		
1-32	R-1 Stop Sign	7	EA		
1-33	W11-2 Pedestrian Sign w/ W16-9P Arrow Sign	12	EA		
1-34	Type 4 Object Markers	2	EA		
1-35	Curb Ramps	14	EA		
1-36	4" Concrete Sidewalk	2,100	SY		
1-37	Reflection Crack Control Geosynthetic (Mirafi or Approved Equal)	6,800	SY		
1-38	Striping (All Other)	1	LS		
1-39	Type "D" Curb and Gutter	500	LF		
1-40	Type "F" Curb and Gutter	3,230	LF		
1-41	12" x 12" Concrete Ribbon Curb	2,860	LF		
1-42	6" Thick CC Slab b/w F-Curb (Sta. 104+00 to 109+00)	500	LF		
1-43	2 Ft Concrete Traffic Separator	130	LF		
1-44	3 Ft Concrete Traffic Separator	185	LF		
1-45	FDOT CIP Concrete Gravity Wall	1,200	LF		
1-46	12" (W) x 24" (D) Concrete Ribbon Curb	100	LF		
1-47	Tuff Curb XLP (or approved equal)	230	LF		
1-48	Crosswalk Approach Detectable Warning Pavers	282	SF		
1-49	Concrete Wheel stop	10	EA		

Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
1-50	Stamped Asphalt Crosswalk	145	SY		
1-51	Go Kart Track Replacement per Detail Specification	1	LS		
				CONSTRUCTION COST TOTAL =	

Electronic Submittal Through Vendor Registry / PD 19-20.093, Pensacola Beach Access Road Improvements Bid Form.xlsx
(https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration)

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within **Ninety (90) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **One Hundred Ten (110) consecutive calendar days** from the date of Substantial Completion, which is Notice to Proceed. **Liquidated damages of $1000 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the «BidderProposer»'s Solicitation, Offer, and «BidProposal» Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.093, "Pensacola Beach Access Road Improvements", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the «BidProposal»s for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. <u>Sanctions</u>

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work

The Pensacola Beach Master Plan - Access Roadway Improvements Project is a roadway upgrade project located on Pensacola Beach. The project includes demolition and debris removal, utility relocation, shifting the alignment of a portion of Pensacola Beach Boulevard to the west, extending and resurfacing the existing service roadway from Bob Sikes Bridge to the Quietwater Beach Restrooms, driveway relocation, construction of new improved parking at Quietwater Beach, extension of the existing multi-use path, stormwater runoff improvements, pedestrian access, the relocation of lighting and transformers within the right-of-way, and the milling and resurfacing of a portion of Pensacola Beach Boulevard.

Demolition will include items such as but not limited to; the removal of trees, concrete curbing and structures located within the right-of-way and clear zone of the proposed roadway. Large concrete structures currently being used as flag and banner supports are located within the existing median and shoulder, and will need to be removed. A portion of an existing concrete go-kart track on leasehold property will need to be removed and replaced.

Roadway improvements include shifting the alignment of Pensacola Beach Boulevard to the west for approximately 500 linear feet in front of Morgan Park in order to allow room to install the access roadway. The existing access roadway on the east side of Pensacola Beach Boulevard will be extended south for approximately 1200 linear feet and connect to the existing parking lots at Quietwater beach. Formalized paved parking areas will be added along this new access road to the south of Morgan Park. Pensacola Beach Boulevard will be milled and resurfaced on the north bound lanes. Areas of Pensacola Beach Boulevard will require leveling/overbuild courses of asphalt to raise the existing grade for appropriate drainage. Pedestrian crosswalks will be provided across the access roadway and sidewalk accesses around the Quietwater Beach Pavilions will be modified to meet ADA standards for accessibility. Crosswalks surfacing and colors will be constructed to match the existing crosswalks on Via De Luna Drive. ADA compliant dome indicator pads will be constructed as well.

Drainage improvements for this project will require construction of depressional areas between the new access roadway and Pensacola Beach Boulevard. Stormwater currently drains towards Santa Rosa Sound via overland flow, and ponds against the existing sidewalk. Improvements will require that the grade in the existing parking areas of Quietwater Beach be reversed to shed stormwater towards the depressional areas. Drainage pipe and collection structures will be installed between the new Access Road and Pensacola Beach Boulevard. Perforated HP drainage pipe will be installed to connect depressional areas, and a bubble-up structure will be provided as an overflow outfall.

The improvements will be constructed within existing Escambia County rights-of-way and easements obtained by Escambia County.

Demolition, dewatering, pavement resurfacing and striping, sodding, erosion and sediment controls, maintenance of traffic and all other incidental work are included in this project. Materials unsuitable to remain on the island shall be removed and replaced in accordance with the Escambia County Land Development Code.

Related Documents:

All roadway construction shall comply with the Escambia County Technical Specifications, latest edition, and all interim standards that apply to these editions.

Licenses/Certifications:

General Contractors License
Underground Utilities Contractor License
Work Zone Safety Traffic Supervisor Certifications
Hazardous Material Licenses
Certified Stormwater Management Inspector

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Bonds

Performance and Payment Bonds
The County **shall** require the successful Offeror(s) to furnish **separate performance and payment bonds** under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful Offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. Procurement Questions

Questions shall be directed to Paul Nobles, Purchasing Manager, at prnobles@myescambia.com. Last day for questions will be September 15, 2020 at 5:00 p.m. CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted by either (choose one):

- A sealed envelope, with Original (wet) signature in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted. Firms electing to submit original forms shall also provide a complete copy of the bid response via CD or flash drive.

- Uploading to Vendor Registry a PDF of the signed Bid Form with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 and/or via Microsoft Teams, at **11:00 AM CDT, September 2, 2020.**

Join Microsoft Teams Meeting
+1 863-333-5817 United States, Lakeland (Toll)
Conference ID: 164 605 108#

8. Liquidated Damages

Should the awarded Vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the Vendor shall pay to the County, as liquidated damages, the sum of **$1000** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper

amount of damages the County will sustain per diem by failure of the Vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor.

9. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

10. Codes and Regulations

The awarded Vendor shall strictly comply with all federal, state and local building and safety codes.

11. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

12. Warranty

The awarded Vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded Vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

13. Debris

Awarded Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

14. Protection of Property/Security

The awarded Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded Vendor shall provide for removal of all debris from County property.

The awarded Vendor shall at all times guard against damage or loss to property of Escambia County, or of other Vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded Offeror or his agent.

The awarded Vendor shall at all times guard against injury to Escambia County employees. The Vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded Vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

15. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the «BidProposal» form(s) to the best of our knowledge.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

18. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other

material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

21. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three

years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Paul Nobles, Purchasing Manager
   Office of Purchasing, Room 11.101
   213 S. Palafox Place, 2nd Floor
   Pensacola, FL 32502
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage

than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents
(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click Form D – Paving and Drainage Projects to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in 90 calendar days
Fully Complete and ready for Final Inspection in 110 calendar days
*B. Liquidated Damages at $1000 for each calendar day
Section 6
Section 7 *A. Escambia County Engineering
3363 West Park Place
Pensacola, FL 32505
Attn: Cooper Saunders, Project Manager
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.4 Four (4) copies of each Application for Payment
*21.1 Two (2) year(s) after final completion
B. Form of Performance and Payment Bond
C. Insurance and Safety Requirements

EXHIBIT H

Pensacola Beach Access Road Improvements
SPECIFICATION PD 19-20.093

TECHNICAL SPECIFICATIONS

See Technical Specifications in attached document on Vendor Registry

- county-technical-specifications-w-fdot-lap-specs_05-17-17.pdf
- Universal Eng.-#1018430-v1-GEO_RPT_Pensacola_Beach_Master_Plan.pdf

EXHIBIT I

Pensacola Beach Access Road Improvements
SPECIFICATION PD 19-20.093

DRAWINGS & PLANS

See Drawings in attached document on Vendor Registry

- Bid Plan Set - Pensacola Beach Access Roadway - 8.17.2020_.pdf
- FDOT Details.pdf

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 22, 2020

To: All Known Prospective Bidders

Addendum Number : 1

RE: Pensacola Beach Access Road Improvements

Solicitation Identification Number PD 19-20.093

All:

This notice is to provide for Acknowledgement of Addendum 1.

The following information is provided:

Valued Suppliers: Due to Hurricane Sally the original due date of the bids is moved from September 24, 2020 at 1:00 PM CDT to October 8, 2020 at 1:00 PM.

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of you having received same. You may photocopy for your record.

Sincerely,

Lawrence Gordon

Lawrence A. Gordon
Purchasing Specialist

On Behalf of:

Paul Nobles

Escambia County Purchasing Manager

Enclosures

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 7, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 19-20.093, Pensacola Beach Access Road Improvements

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 2 provides for changes in Bid Documents related to Bid delivery and signature:

A. Bid Opening

From: **BIDS WILL BE RECEIVED UNTIL 1:00 PM CDT, ~~October 8~~, 2020**
To: **BIDS WILL BE RECEIVED UNTIL 1:00 PM CDT, October 21, 2020**

B. Changes to Substantial Completion

The work shall be substantially completed within **~~Ninety (90)~~ One Hundred Twenty (120) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **~~One Hundred Ten (110)~~ One Hundred Fifty (150) consecutive calendar days** from the date of Substantial Completion, which is Notice to Proceed. **Liquidated damages of $1000 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during rse of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents

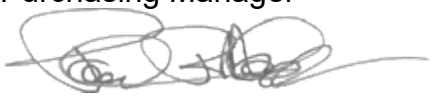
Section 2

Section 3
Section 4
Section 5 *A. Substantially Complete in ~~90~~ 120 calendar days
Fully Complete and ready for Final Inspection in ~~110~~ 150 calendar days
*B. Liquidated Damages at $1000 for each calendar day

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager



Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: _____

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 19, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 19-20.093, Pensacola Beach Access Road Improvements

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 3 provides for changes in Bid Documents related to Bid delivery and signature:

A. Clarifications

- Pay item 1-20 **"SP 12.5 Overbuild – Varying Depth (Sta. 38+40 to 45+98)"** includes an area of approximately 2700 SY and requires buildup (Leveling) over that area of approximately 1.5 feet (Estimated Average depth) over the existing asphalt.
- Pay Item G-8 **"Remove and Replace Irrigation System"** bid as an allowance of $10,000 as shown on the revised bid form.
- Typical Sections 6 and 7 annotate "1-1/2" of Type SP 12.5 Asphalt" on Pensacola Beach Boulevard. This is a scriveners error, and should be **2" of Type SP 12.5 Asphalt** as is typical of the other sections and provided for in Pay Item 1-18.
- Pay Item 1-30 **"Clean White Sand Fill (Per Escambia County LDC)"** is independent of "Earthwork" and intended for the following instances:
    - Unsuitable materials required to be removed by the Escambia County LDC are encountered and need to be replaced
    - LDC approved Material is needed to establish desired grades on or near the sandy beach areas of the project.

B. Revised Bid Form as noted in Footer “Addendum 3”

Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
G-8	Remove and Replace Irrigation System	1	LS	$10,000.00	$10,000.00

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager



Acknowledgement of Receipt of Addendum 3:

SIGNED: _____

COMPANY: _____

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 21, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 19-20.093, Pensacola Beach Access Road Improvements

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 4 provides for changes in Bid Documents related to Bid delivery and signature:

A. Bid Opening

From: **BIDS WILL BE RECEIVED UNTIL ~~1:00 PM~~ CDT, ~~October 21~~, 2020**
To: **BIDS WILL BE RECEIVED UNTIL 10:00 AM CDT, October 23, 2020**

B. Contract Documents/Specifications

1. The estimated Bid Quantity for "Remove and Replace Go-Kart Track Fence" has been modified on the Bid Form for Item 1-10 to **"300 LF"**.
2. The estimated Bid Quantity for "12" Stabilized Subgrade" has been modified on the Bid Form for Item 1-16 to **"10,500 SY"**.
3. The estimated Bid Quantity for "2" County Spec. 2500 Type SP 12.5 Asphalt Surface Overlay" has been modified on the Bid Form for Item 1-18 to **"17,800 SY"**.
4. The estimated Bid Quantity for "Clean White Sand Fill (Per Escambia County LDC)" has been modified on the Bid Form for Item 1-30 to **"800 CY".** This allows for additional fill if needed resulting from impacts due to Hurricane Sally.
5. A new estimated Bid Quantity for "Signage (Right Turn Only)" has been modified on the Bid Form for Item 1-52 to **"1" EA .**
6. A new estimated Bid Quantity for "Concrete Steps" has been modified on the Bid Form for Item 1-53 to **"1 EA" .** This pay item may be necessary at the existing pavilions accesses and have been identified in the plans.

C. Construction Plans

1. The estimated Bid Quantity for "Remove and Replace Go-Kart Track Fence" has been modified on the Bid Form for Item 1-10 to **"300 LF"**.
2. The estimated Bid Quantity for "12" Stabilized Subgrade" has been modified on the Bid Form for Item 1-16 to **"10,500 SY"**.

3. The estimated Bid Quantity for "2" County Spec. 2500 Type SP 12.5 Asphalt Surface Overlay" has been modified on the Bid Form for Item 1-18 to **"17,800 SY"**.
4. The estimated Bid Quantity for "Clean White Sand Fill (Per Escambia County LDC)" has been modified on the Bid Form for Item 1-30 to **"800 CY".** This allows for additional fill if needed resulting from impacts due to Hurricane Sally.
5. A new estimated Bid Quantity for "Signage (Right Turn Only)" has been modified on the Bid Form for Item 1-52 to **"1" EA .**
6. A new estimated Bid Quantity for "Concrete Steps" has been modified on the Bid Form for Item 1-53 to **"1 EA" .** This pay item may be necessary at the existing pavilions accesses and have been identified in the plans.

D. Clarifications

1. Bid item G-9 Utility Coordination/Relocation – Please define scope of this item for contractor. There are multiple concrete light poles and electrical boxes noted to be relocated by Gulf Power. In our limited construction time frame the utility relocates must be completed prior to contract time beginning. Has Gulf Power been notified? Do they have the manpower to perform these relocates post Hurricane Sally?
   Response: The scope for this pay item includes the means and methods the contractor believes necessary to complete requirements of the plans and General Notes. Gulf Power has been notified of the project and lighting, it is understood that Gulf Power does have the manpower available at this time.

2. Is the construction site allowed to be closed to the public? Both vehicles and pedestrians
   Response: The parking areas of the project at Quietwater Beach can be closed to the public during construction, and sandy areas of the beach can temporarily be closed off for public safety during operations with written notification and approval from the County. The contractor shall provide appropriate MOT to allow for access along the existing portion of services road and Pensacola Beach Blvd.

3. Are lane closures allowed to be left up overnight if in accordance with FDOT design standards?
   Response: For Bidding, Contractors should assume that work and land closures will be restricted to day-time only working hours. Night work and overnight land closures may be permitted by the County.

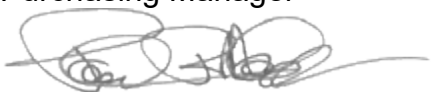
E. Revised Bid Form as noted in Footer "Addendum 4"

Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
1-10	Remove and Replace Go-Kart Track Fence	300	LF		$0.00
1-16	12" Stabilized Subgrade	10,500	SY		$0.00
1-18	2" County Spec 2500 Type SP 12.5 Asphalt Surface Overlay	17,800	SY		$0.00
1-20	SP 12.5 Base Overbuild - Varying Depth (Sta. 38+40 to 45+98) (3" Max Lifts) (Approx. 2500 SY @ 1.5 Feet Avg. Depth)	1	LS		$0.00
1-20(a)	SP 12.5 Base Overbuild - Varying Depth (Pns. Beach Blvd. Sta. 103+75 to 109+38) & 115+47 to 118+09) (3" Max Lifts) (Approx. 2200 SY @ 4" Avg. Depth)	1	LS		$0.00
1-52	Right Turn Only Sign	1	EA		$0.00
1-53	Concrete Steps	1	EA		$0.00

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager



Acknowledgement of Receipt of Addendum 4:

SIGNED: _____

COMPANY: _____

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 23, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 5:

Re: PD 19-20.093, Pensacola Beach Access Road Improvements

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 4 provides for changes in Bid Documents related to Bid delivery and signature:

A. Bid Opening

From: **BIDS WILL BE RECEIVED UNTIL ~~10:00 AM~~ CDT, October 23, 2020**
To: **BIDS WILL BE RECEIVED UNTIL 3:00 PM CDT, October 23, 2020**

B. Revised Bid Form as noted in Footer "Addendum 5", provided separately.

This Addendum Number 5 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 5:

SIGNED: _____

COMPANY: _____

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:**	PD 19-20.093							
	Solicitation Name:	Pensacola Beach Access Road Improvements							
Bid Opening Time:	3:00 p.m.	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Total Bid
Bid Opening Date:	10/23/2020								
Bid Opening Location:	Office of Purchasing								
Name of Bidder(s)									
Panhandle Grading & Paving, Inc		Y	Y	Y	Y	Y	Y	Y	$2,096,765.54
Roads, Inc. of NWF		Y	Y	Y	Y	Y	Y	Y	$2,334,934.28
Site and Utility, LLC		Y	Y	Y	Y	Y	Y	Y	$2,625,675.00
C.W. Roberts Contracting, Inc.		Y	Y	Y	Y	Y	Y	Y	$2,871,283.43
Chavers Construction, Inc.		Y	Y	Y	Y	Y	Y	Y	$2,391,274.00
Bids Opened By:	Paul Nobles, Purchasing Manager			**Date:**	10/23/2020	**Status:**			
Bids Tabulated By:	Paul Nobles, Purchasing Manager			**Date:**	10/23/2020	UNDER REVIEW			
Bids Witnessed By:	James Duncan			**Date:**	10/23/2020	**CAR Date:**	11/05/20	**BCC Date:**	11/05/20

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** That the Board approve and authorize the County Administrator to sign the agreement between Escambia County, Florida and Panhandle Grading & Paving, Inc. per the terms and conditions of PD 19-20.093, Pensacola Beach Access Road Improvements, in the amount of $2,096,765.54.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: **Form Completed By:** **PRN**

Bid Form		Vendor		Panhandle Grading & Paving, Inc		Roads, Inc. of NWF		Site and Utility, LLC		C.W. Roberts Contracting, Inc.		Chavers Construction, Inc.	
Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
GENERAL													
G-1	Mobilization	1	LS	$43,560.00	$43,560.00	$75,106.14	$75,106.14	$235,000.00	$235,000.00	$163,953.24	$163,953.24	$95,000.00	$95,000.00
G-2	Erosion Control	1	LS	$11,800.00	$11,800.00	$29,191.49	$29,191.49	$23,031.00	$23,031.00	$29,050.00	$29,050.00	$36,000.00	$36,000.00
G-3	Clearing and Grubbing (Includes Saw-Cut and Stump Removal around Protected Trees)	1	LS	$13,250.00	$13,250.00	$30,477.08	$30,477.08	$12,500.00	$12,500.00	$64,589.60	$64,589.60	$45,000.00	$45,000.00
G-4	Maintenance of Traffic	1	LS	$15,800.00	$15,800.00	$49,859.15	$49,859.15	$18,500.00	$18,500.00	$17,198.89	$17,198.89	$90,000.00	$90,000.00
G-5	Earthwork	1	LS	$63,450.00	$63,450.00	$49,414.93	$49,414.93	$150,000.00	$150,000.00	$130,574.25	$130,574.25	$87,100.00	$87,100.00
G-6	Removal of Unsuitable Materials	500	CY	$13.80	$6,900.00	$16.28	$8,140.00	$30.00	$15,000.00	$31.29	$15,645.00	$20.00	$10,000.00
G-7	Record and Provide As-Built Record Drawings	1	LS	$6,500.00	$6,500.00	$15,293.69	$15,293.69	$5,500.00	$5,500.00	$3,638.98	$3,638.98	$6,500.00	$6,500.00
G-8	Remove and Replace Irrigation System	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
G-9	Utility Coordination/Relocation	1	LS	$4,500.00	$4,500.00	$9,768.31	$9,768.31	$5,500.00	$5,500.00	$6,916.93	$6,916.93	$12,500.00	$12,500.00
G-10	Tree Removal/Relocate	1	LS	$28,600.00	$28,600.00	$12,234.95	$12,234.95	$5,500.00	$5,500.00	$42,004.36	$42,004.36	$10,750.00	$10,750.00
G-11	Dewatering	1	LS	$41,888.00	$41,888.00	$31,320.75	$31,320.75	$9,375.00	$9,375.00	$11,500.52	$11,500.52	$15,000.00	$15,000.00
G-12	Sod	4,000	SY	$2.90	$11,600.00	$4.58	$18,320.00	$6.50	$26,000.00	$2.27	$9,080.00	$5.00	$20,000.00
Access Road and Pensacola Beach Blvd. Improvements													
1-1	Remove and/or Relocate Existing Signs	32	EA	$55.00	$1,760.00	$61.17	$1,957.44	$100.00	$3,200.00	$368.02	$11,776.64	$150.00	$4,800.00
1-2	Removal of Flag Pole Base	2	EA	$650.00	$1,300.00	$975.00	$1,950.00	$500.00	$1,000.00	$613.36	$1,226.72	$2,000.00	$4,000.00
1-3	Remove Concrete Traffic Separator (Includes Saw cut & Curb Removal)	130	SY	$16.70	$2,171.00	$19.20	$2,496.00	$15.00	$1,950.00	$18.40	$2,392.00	$40.00	$5,200.00
1-4	Remove Banner Support Pole	1	EA	$650.00	$650.00	$975.00	$975.00	$500.00	$500.00	$613.36	$613.36	$2,000.00	$2,000.00
1-5	Remove Capped DIP and Slab Near Fishing Pier	1	LS	$3,800.00	$3,800.00	$2,228.92	$2,228.92	$3,750.00	$3,750.00	$4,600.21	$4,600.21	$2,500.00	$2,500.00
1-6	Remove Existing Median	700	SY	$6.50	$4,550.00	$18.51	$12,957.00	$9.00	$6,300.00	$11.04	$7,728.00	$12.00	$8,400.00
1-7	Remove Bollards	9	EA	$75.00	$675.00	$260.85	$2,347.65	$200.00	$1,800.00	$245.34	$2,208.06	$300.00	$2,700.00
1-8	Remove Concrete Sidewalk	360	SY	$9.60	$3,456.00	$15.63	$5,626.80	$9.00	$3,240.00	$11.04	$3,974.40	$12.00	$4,320.00
1-9	Remove Misc. Concrete	50	SY	$9.60	$480.00	$45.97	$2,298.50	$9.00	$450.00	$11.04	$552.00	$12.00	$600.00
1-10	Remove and Replace Go-Kart Track Fence	300	LF	$39.73	$11,919.00	$45.06	$13,518.00	$38.00	$11,400.00	$47.16	$14,148.00	$20.00	$6,000.00
1-11	Remove and Replace Morgan Park Wooden Split Rail Fence	180	LF	$29.39	$5,290.20	$35.13	$6,323.40	$28.00	$5,040.00	$32.60	$5,868.00	$25.00	$4,500.00
1-12	Remove Wood Rail/Sand Fence	1,300	LF	$5.00	$6,500.00	$3.48	$4,524.00	$3.00	$3,900.00	$7.25	$9,425.00	$7.50	$9,750.00
1-13	Demo/Remove Go-Kart Track	1	LS	$9,650.00	$9,650.00	$6,633.64	$6,633.64	$6,500.00	$6,500.00	$7,973.69	$7,973.69	$3,500.00	$3,500.00
1-14	Saw cut and Remove Asphalt (Includes Multi-Use Path Removal)	3,195	SY	$5.00	$15,975.00	$5.56	$17,764.20	$6.00	$19,170.00	$7.36	$23,515.20	$9.00	$28,755.00
1-15	Remove Concrete Curb (All Types)	2,400	LF	$4.00	$9,600.00	$8.00	$19,200.00	$5.00	$12,000.00	$6.13	$14,712.00	$6.00	$14,400.00
1-16	12" Stabilized Subgrade	10,500	SY	$12.90	$135,450.00	$22.71	$238,455.00	$3.50	$36,750.00	$27.07	$284,235.00	$18.00	$189,000.00
1-17	8" Type B-12.5 Base Course	6,000	SY	$37.18	$223,080.00	$49.64	$297,840.00	$58.50	$351,000.00	$49.55	$297,300.00	$48.00	$288,000.00
1-18	2" County Spec 2500 Type SP 12.5 Asphalt Surface Overlay	17,800	SY	$9.85	$175,330.00	$12.71	$226,238.00	$19.75	$351,550.00	$18.42	$327,876.00	$13.75	$244,750.00
1-19	Mill Existing Asphalt	11,600	SY	$3.10	$35,960.00	$2.96	$34,336.00	$4.75	$55,100.00	$4.62	$53,592.00	$3.40	$39,440.00
1-20	SP 12.5 Base Overbuild - Varying Depth (Sta. 38+40 to 45+98) (3" Max Lifts) (Approx. 2500 SY @ 1.5 Feet Avg. Depth)	1	LS	$220,050.00	$220,050.00	$300,294.43	$300,294.43	$140,000.00	$140,000.00	$132,663.53	$132,663.53	$272,250.00	$272,250.00
1-20(a)	SP 12.5 Base Overbuild - Varying Depth (Pns. Beach Blvd. Sta. 103+75 to 109+38) & 115+47 to 118+09) (3" Max Lifts) (Approx. 2200 SY @ 4" Avg. Depth)	1	LS	$43,032.44	$43,032.44	$57,150.35	$57,150.35	$63,250.00	$63,250.00	$57,141.80	$57,141.80	$53,240.00	$53,240.00
1-21	Modified FDOT Type 5 Curb Inlet - Two (2) Inlets w/ 1 Str. Bottom	6	EA	$9,900.00	$59,400.00	$5,386.51	$32,319.06	$4,650.00	$27,900.00	$5,704.26	$34,225.56	$4,500.00	$27,000.00
1-22	Diversion Structure (S-10)	1	EA	$25,300.00	$25,300.00	$15,946.53	$15,946.53	$14,750.00	$14,750.00	$18,094.15	$18,094.15	$16,000.00	$16,000.00
1-23	Junction Box (Storm)	2	EA	$4,180.00	$8,360.00	$3,685.08	$7,370.16	$3,500.00	$7,000.00	$4,293.53	$8,587.06	$2,200.00	$4,400.00
1-24	FDOT Type "E" Inlet (W/ Traversable Slot)	2	EA	$5,500.00	$11,000.00	$8,503.62	$17,007.24	$3,542.00	$7,084.00	$4,345.05	$8,690.10	$2,500.00	$5,000.00
1-25	FDOT Type "C" Inlet (W/ Traversable Slot)	7	EA	$4,620.00	$32,340.00	$4,150.03	$29,050.21	$20.00	$140.00	$3,434.82	$24,043.74	$2,000.00	$14,000.00
1-26	24" Double-Wall HP HDPE Perforated Pipe in Filter Sock	1,040	LF	$60.50	$62,920.00	$64.46	$67,038.40	$225.00	$234,000.00	$63.18	$65,707.20	$56.00	$58,240.00
1-27	18" Double-Wall HP HDPE Perforated Pipe in Filter Sock	55	LF	$44.00	$2,420.00	$50.33	$2,768.15	$65.00	$3,575.00	$56.43	$3,103.65	$43.00	$2,365.00
1-28	18" Reinforced Concrete Pipe (RCP) Class III	250	LF	$49.50	$12,375.00	$64.08	$16,020.00	$72.00	$18,000.00	$52.75	$13,187.50	$43.00	$10,750.00
1-29	24" Reinforced Concrete Pipe (RCP) Class III	105	LF	$66.00	$6,930.00	$91.75	$9,633.75	$85.00	$8,925.00	$70.54	$7,406.70	$56.00	$5,880.00
1-30	Clean White Sand Fill (Per Escambia County LDC)	800	CY	$29.50	$23,600.00	$32.12	$25,696.00	$35.00	$28,000.00	$44.27	$35,416.00	$25.00	$20,000.00
1-31	Construct Handicapped Parking Space (Includes Striping and Signage)	12	EA	$231.00	$2,772.00	$256.93	$3,083.16	$250.00	$3,000.00	$828.04	$9,936.48	$472.50	$5,670.00
1-32	R-1 Stop Sign	7	EA	$250.00	$1,750.00	$275.29	$1,927.03	$275.00	$1,925.00	$368.02	$2,576.14	$405.00	$2,835.00
1-33	W11-2 Pedestrian Sign w/ W16-9P Arrow Sign	12	EA	$203.50	$2,442.00	$226.35	$2,716.20	$225.00	$2,700.00	$368.02	$4,416.24	$405.00	$4,860.00
1-34	Type 4 Object Markers	2	EA	$126.50	$253.00	$140.70	$281.40	$145.00	$290.00	$245.35	$490.70	$280.00	$560.00
1-35	Curb Ramps	14	EA	$800.00	$11,200.00	$795.27	$11,133.78	$750.00	$10,500.00	$1,210.30	$16,944.20	$1,250.00	$17,500.00
1-36	4" Concrete Sidewalk	2,100	SY	$43.50	$91,350.00	$45.27	$95,067.00	$41.00	$86,100.00	$53.65	$112,665.00	$45.00	$94,500.00
1-37	Reflection Crack Control Geosynthetic (Mirafi or Approved Equal)	6,800	SY	$4.98	$33,864.00	$9.38	$63,784.00	$7.00	$47,600.00	$9.22	$62,696.00	$9.65	$65,620.00
1-38	Striping (All Other)	1	LS	$32,750.00	$32,750.00	$31,670.41	$31,670.41	$35,725.00	$35,725.00	$62,010.43	$62,010.43	$40,189.00	$40,189.00
1-39	Type "D" Curb and Gutter	500	LF	$18.50	$9,250.00	$23.25	$11,625.00	$22.00	$11,000.00	$27.98	$13,990.00	$20.00	$10,000.00
1-40	Type "F" Curb and Gutter	3,230	LF	$21.50	$69,445.00	$19.58	$63,243.40	$21.00	$67,830.00	$26.47	$85,498.10	$20.00	$64,600.00
1-41	12" x 12" Concrete Ribbon Curb	2,860	LF	$16.30	$46,618.00	$19.58	$55,998.80	$19.00	$54,340.00	$25.02	$71,557.20	$20.00	$57,200.00
1-42	6" Thick CC Slab b/w F-Curb (Sta. 104+00 to 109+00)	500	LF	$15.50	$7,750.00	$25.69	$12,845.00	$15.00	$7,500.00	$22.46	$11,230.00	$20.00	$10,000.00
1-43	2 Ft Concrete Traffic Separator	130	LF	$31.50	$4,095.00	$26.92	$3,499.60	$34.00	$4,420.00	$52.13	$6,776.90	$24.00	$3,120.00
1-44	3 Ft Concrete Traffic Separator	185	LF	$46.50	$8,602.50	$33.03	$6,110.55	$41.00	$7,585.00	$61.28	$11,336.80	$36.00	$6,660.00
1-45	FDOT CIP Concrete Gravity Wall	1,200	LF	$245.00	$294,000.00	$58.73	$70,476.00	$205.00	$246,000.00	$260.00	$312,000.00	$140.00	$168,000.00
1-46	12" (W) x 24" (D) Concrete Ribbon Curb	100	LF	$18.00	$1,800.00	$26.92	$2,692.00	$33.50	$3,350.00	$51.32	$5,132.00	$30.00	$3,000.00
1-47	Tuff Curb XLP (or approved equal)	230	LF	$35.20	$8,096.00	$39.15	$9,004.50	$38.50	$8,855.00	$55.20	$12,696.00	$73.00	$16,790.00
1-48	Crosswalk Approach Detectable Warning Pavers	282	SF	$15.95	$4,497.90	$42.82	$12,075.24	$25.00	$7,050.00	$22.75	$6,415.50	$25.00	$7,050.00
1-49	Concrete Wheel stop	10	EA	$82.50	$825.00	$91.76	$917.60	$200.00	$2,000.00	$64.40	$644.00	$100.00	$1,000.00
1-50	Stamped Asphalt Crosswalk	145	SY	$82.50	$11,962.50	$91.76	$13,305.20	$100.00	$14,500.00	$42.30	$6,133.50	$25.00	$3,625.00
1-51	Go Kart Track Replacement per Detail Specification	1	LS	$31,650.00	$31,650.00	$42,839.95	$42,839.95	$55,000.00	$55,000.00	$69,633.95	$69,633.95	$12,500.00	$12,500.00
1-52	Right Turn Only Sign	1	EA	$121.00	$121.00	$122.35	$122.35	$275.00	$275.00	$1.23	$1.23	$405.00	$405.00
1-53	Concrete Steps	1	EA	$8,500.00	$8,500.00	$3,425.79	$3,425.79	$5,000.00	$5,000.00	$368.02	$368.02	$6,000.00	$6,000.00
	CONSTRUCTION COST TOTAL =>				**$2,096,765.54**		**$2,334,934.28**		**$2,625,675.00**		**$2,871,283.43**		**$2,391,274.00**

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Paul Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

INVITATION TO BID

Pensacola Beach Access Road Improvements

Solicitation Number PD 19-20.093

Solicitation

MAILING DATE: 3/23/2020
PRE-SOLICITATION CONFERENCE: A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407 and/or via Microsoft Teams, at 11:00 AM CDT, September 2, 2020
OFFERS WILL BE RECEIVED UNTIL: ~~10~~3:00 ~~AM~~ PM CDT, October 23, 2020, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: 59-1879185
Vendor Name: Panhandle Grading + Paving, Inc.
Address: 2665 Solo Dos Family Ct
City, ST. & Zip: Pensacola, FL. 32534
Phone: (850) 478-5250
Toll Free: ( )
Fax: (850) 479-5901

Terms of Payment: Net 30

Reason for No Offer:

Bid Bond Attached: $ (5%)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Donald Long - V.P.
(Name and Title of Person Authorized to Sign Offer)

*
Signature

Bid Form					
Item No.	**Item Description**	**Item Qty.**	**Qty. Unit**	**Unit Price**	**Extended Amount**
	GENERAL				
G-1	Mobilization	1	LS	$43,560.00	$43,560.00
G-2	Erosion Control	1	LS	$11,800.00	$11,800.00
G-3	Clearing and Grubbing (Includes Saw-Cut and Stump Removal around Protected Trees)	1	LS	$13,250.00	$13,250.00

Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
GENERAL					
Item No.	**Item Description**	**Item Qty.**	**Qty. Unit**	**Unit Price**	**Extended Amount**
G-4	Maintenance of Traffic	1	LS	$15,800.00	$15,800.00
G-5	Earthwork	1	LS	$63,450.00	$63,450.00
G-6	Removal of Unsuitable Materials	500	CY	$13.80	$6,900.00
G-7	Record and Provide As-Built Record Drawings	1	LS	$6,500.00	$6,500.00
G-8	Remove and Replace Irrigation System	1	LS	$10,000.00	$10,000.00
G-9	Utility Coordination/Relocation	1	LS	$4,500.00	$4,500.00
G-10	Tree Removal/Relocate	1	LS	$28,600.00	$28,600.00
G-11	Dewatering	1	LS	$41,888.00	$41,888.00
G-12	Sod	4,000	SY	$2.90	$11,600.00
Access Road and Pensacola Beach Blvd. Improvements					
1-1	Remove and/or Relocate Existing Signs	32	EA	$55.00	$1,760.00
1-2	Removal of Flag Pole Base	2	EA	$650.00	$1,300.00
1-3	Remove Concrete Traffic Separator (Includes Saw cut & Curb Removal)	130	SY	$16.70	$2,171.00
1-4	Remove Banner Support Pole	1	EA	$650.00	$650.00
1-5	Remove Capped DIP and Slab Near Fishing Pier	1	LS	$3,800.00	$3,800.00
1-6	Remove Existing Median	700	SY	$6.50	$4,550.00
1-7	Remove Bollards	9	EA	$75.00	$675.00
1-8	Remove Concrete Sidewalk	360	SY	$9.60	$3,456.00
1-9	Remove Misc. Concrete	50	SY	$9.60	$480.00
1-10	Remove and Replace Go-Kart Track Fence	300	LF	$39.73	$11,919.00
1-11	Remove and Replace Morgan Park Wooden Split Rail Fence	180	LF	$29.39	$5,290.20
1-12	Remove Wood Rail/Sand Fence	1,300	LF	$5.00	$6,500.00
1-13	Demo/Remove Go-Kart Track	1	LS	$9,650.00	$9,650.00
1-14	Saw cut and Remove Asphalt (Includes Multi-Use Path Removal)	3,195	SY	$5.00	$15,975.00
1-15	Remove Concrete Curb (All Types)	2,400	LF	$4.00	$9,600.00
1-16	12" Stabilized Subgrade	10,500	SY	$12.90	$135,450.00
1-17	8" Type B-12.5 Base Course	6,000	SY	$37.18	$223,080.00
1-18	2" County Spec 2500 Type SP 12.5 Asphalt Surface Overlay	17,800	SY	$9.85	$175,330.00
1-19	Mill Existing Asphalt	11,600	SY	$3.10	$35,960.00
1-20	SP 12.5 Base Overbuild - Varying Depth (Sta. 38+40 to 45+98) (3" Max Lifts) (Approx. 2500 SY @ 1.5 Feet Avg. Depth)	1	LS	$220,050.00	$220,050.00

Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
Access Road and Pensacola Beach Blvd. Improvements					
Item No.	**Item Description**	**Item Qty.**	**Qty. Unit**	**Unit Price**	**Extended Amount**
1-20(a)	SP 12.5 Base Overbuild - Varying Depth (Pns. Beach Blvd. Sta. 103+75 to 109+38) & 115+47 to 118+09) (3" Max Lifts) (Approx. 2200 SY @ 4" Avg. Depth)	1	LS	$43,032.44	$43,032.44
1-21	Modified FDOT Type 5 Curb Inlet - Two (2) Inlets w/ 1 Str. Bottom	6	EA	$9,900.00	$59,400.00
1-22	Diversion Structure (S-10)	1	EA	$25,300.00	$25,300.00
1-23	Junction Box (Storm)	2	EA	$4,180.00	$8,360.00
1-24	FDOT Type "E" Inlet (W/ Traversable Slot)	2	EA	$5,500.00	$11,000.00
1-25	FDOT Type "C" Inlet (W/ Traversable Slot)	7	EA	$4,620.00	$32,340.00
1-26	24" Double-Wall HP HDPE Perforated Pipe in Filter Sock	1,040	LF	$60.50	$62,920.00
1-27	18" Double-Wall HP HDPE Perforated Pipe in Filter Sock	55	LF	$44.00	$2,420.00
1-28	18" Reinforced Concrete Pipe (RCP) Class III	250	LF	$49.50	$12,375.00
1-29	24" Reinforced Concrete Pipe (RCP) Class III	105	LF	$66.00	$6,930.00
1-30	Clean White Sand Fill (Per Escambia County LDC)	800	CY	$29.50	$23,600.00
1-31	Construct Handicapped Parking Space (Includes Striping and Signage)	12	EA	$231.00	$2,772.00
1-32	R-1 Stop Sign	7	EA	$250.00	$1,750.00
1-33	W11-2 Pedestrian Sign w/ W16-9P Arrow Sign	12	EA	$203.50	$2,442.00
1-34	Type 4 Object Markers	2	EA	$126.50	$253.00
1-35	Curb Ramps	14	EA	$800.00	$11,200.00
1-36	4" Concrete Sidewalk	2,100	SY	$43.50	$91,350.00
1-37	Reflection Crack Control Geosynthetic (Mirafi or Approved Equal)	6,800	SY	$4.98	$33,864.00
1-38	Striping (All Other)	1	LS	$32,750.00	$32,750.00
1-39	Type "D" Curb and Gutter	500	LF	$18.50	$9,250.00
1-40	Type "F" Curb and Gutter	3,230	LF	$21.50	$69,445.00
1-41	12" x 12" Concrete Ribbon Curb	2,860	LF	$16.30	$46,618.00
1-42	6" Thick CC Slab b/w F-Curb (Sta. 104+00 to 109+00)	500	LF	$15.50	$7,750.00
1-43	2 Ft Concrete Traffic Separator	130	LF	$31.50	$4,095.00
1-44	3 Ft Concrete Traffic Separator	185	LF	$46.50	$8,602.50
1-45	FDOT CIP Concrete Gravity Wall	1,200	LF	$245.00	$294,000.00

Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
Access Road and Pensacola Beach Blvd. Improvements					
Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
1-46	12" (W) x 24" (D) Concrete Ribbon Curb	100	LF	$18.00	$1,800.00
1-47	Tuff Curb XLP (or approved equal)	230	LF	$35.20	$8,096.00
1-48	Crosswalk Approach Detectable Warning Pavers	282	SF	$15.95	$4,497.90
1-49	Concrete Wheel stop	10	EA	$82.50	$825.00
1-50	Stamped Asphalt Crosswalk	145	SY	$82.50	$11,962.50
1-51	Go Kart Track Replacement per Detail Specification	1	LS	$31,650.00	$31,650.00
1-52	Right Turn Only Sign	1	EA	$121.00	$121.00
1-53	Concrete Steps	1	EA	$8,500.00	$8,500.00
				CONSTRUCTION COST TOTAL =>	**$2,045,112.10**

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Paul Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

INVITATION TO BID

Pensacola Beach Access Road Improvements

Solicitation Number PD 19-20.093

Solicitation

MAILING DATE: 3/23/2020
PRE-SOLICITATION CONFERENCE: A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407 and/or via Microsoft Teams, at 11:00 AM CDT, September 2, 2020
OFFERS WILL BE RECEIVED UNTIL: ~~10~~**3**:00 ~~**AM**~~ **PM** CDT, October 23, 2020, and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
_____
Vendor Name: _Panhandle Grading & Paving, Inc._____
Address: _____
City, ST. & Zip: _____
Phone: ( ) _____
Toll Free: ( ) _____
Fax: ( ) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Terms of Payment
_____

Reason for No Offer
_____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

*_____
Signature

Bid Form					
Item No.	**Item Description**	**Item Qty.**	**Qty. Unit**	**Unit Price**	**Extended Amount**
GENERAL					
G-1	Mobilization	1	LS	$43,560.00	$43,560.00
G-2	Erosion Control	1	LS	$11,800.00	$11,800.00
G-3	Clearing and Grubbing (Includes Saw-Cut and Stump Removal around Protected Trees)	1	LS	$13,250.00	$13,250.00
GENERAL					

Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
G-4	Maintenance of Traffic	1	LS	$15,800.00	$15,800.00
G-5	Earthwork	1	LS	$63,450.00	$63,450.00
G-6	Removal of Unsuitable Materials	500	CY	$13.80	$6,900.00
G-7	Record and Provide As-Built Record Drawings	1	LS	$6,500.00	$6,500.00
G-8	Remove and Replace Irrigation System	1	LS	$10,000.00	$10,000.00
G-9	Utility Coordination/Relocation	1	LS	$4,500.00	$4,500.00
G-10	Tree Removal/Relocate	1	LS	$28,600.00	$28,600.00
G-11	Dewatering	1	LS	$41,888.00	$41,888.00
G-12	Sod	4,000	SY	$2.90	$11,600.00
Access Road and Pensacola Beach Blvd. Improvements					
1-1	Remove and/or Relocate Existing Signs	32	EA	$55.00	$1,760.00
1-2	Removal of Flag Pole Base	2	EA	$650.00	$1,300.00
1-3	Remove Concrete Traffic Separator (Includes Saw cut & Curb Removal)	130	SY	$16.70	$2,171.00
1-4	Remove Banner Support Pole	1	EA	$650.00	$650.00
1-5	Remove Capped DIP and Slab Near Fishing Pier	1	LS	$3,800.00	$3,800.00
1-6	Remove Existing Median	700	SY	$6.50	$4,550.00
1-7	Remove Bollards	9	EA	$75.00	$675.00
1-8	Remove Concrete Sidewalk	360	SY	$9.60	$3,456.00
1-9	Remove Misc. Concrete	50	SY	$9.60	$480.00
1-10	Remove and Replace Go-Kart Track Fence	300	LF	$39.73	$11,919.00
1-11	Remove and Replace Morgan Park Wooden Split Rail Fence	180	LF	$29.39	$5,290.20
1-12	Remove Wood Rail/Sand Fence	1,300	LF	$5.00	$6,500.00
1-13	Demo/Remove Go-Kart Track	1	LS	$9,650.00	$9,650.00
1-14	Saw cut and Remove Asphalt (Includes Multi-Use Path Removal)	3,195	SY	$5.00	$15,975.00
1-15	Remove Concrete Curb (All Types)	2,400	LF	$4.00	$9,600.00
1-16	12" Stabilized Subgrade	10,500	SY	$12.90	$135,450.00
1-17	8" Type B-12.5 Base Course	6,000	SY	$37.18	$223,080.00
1-18	2" County Spec 2500 Type SP 12.5 Asphalt Surface Overlay	17,800	SY	$9.85	$175,330.00
1-19	Mill Existing Asphalt	11,600	SY	$3.10	$35,960.00
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Access Road and Pensacola Beach Blvd. Improvements					

Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
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1-21	Modified FDOT Type 5 Curb Inlet - Two (2) Inlets w/ 1 Str. Bottom	6	EA	$9,900.00	$59,400.00
1-22	Diversion Structure (S-10)	1	EA	$25,300.00	$25,300.00
1-23	Junction Box (Storm)	2	EA	$4,180.00	$8,360.00
1-24	FDOT Type "E" Inlet (W/ Traversable Slot)	2	EA	$5,500.00	$11,000.00
1-25	FDOT Type "C" Inlet (W/ Traversable Slot)	7	EA	$4,620.00	$32,340.00
1-26	24" Double-Wall HP HDPE Perforated Pipe in Filter Sock	1,040	LF	$60.50	$62,920.00
1-27	18" Double-Wall HP HDPE Perforated Pipe in Filter Sock	55	LF	$44.00	$2,420.00
1-28	18" Reinforced Concrete Pipe (RCP) Class III	250	LF	$49.50	$12,375.00
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1-31	Construct Handicapped Parking Space (Includes Striping and Signage)	12	EA	$231.00	$2,772.00
1-32	R-1 Stop Sign	7	EA	$250.00	$1,750.00
1-33	W11-2 Pedestrian Sign w/ W16-9P Arrow Sign	12	EA	$203.50	$2,442.00
1-34	Type 4 Object Markers	2	EA	$126.50	$253.00
1-35	Curb Ramps	14	EA	$800.00	$11,200.00
1-36	4" Concrete Sidewalk	2,100	SY	$43.50	$91,350.00
1-37	Reflection Crack Control Geosynthetic (Mirafi or Approved Equal)	6,800	SY	$4.98	$33,864.00
1-38	Striping (All Other)	1	LS	$32,750.00	$32,750.00
1-39	Type "D" Curb and Gutter	500	LF	$18.50	$9,250.00
1-40	Type "F" Curb and Gutter	3,230	LF	$21.50	$69,445.00
1-41	12" x 12" Concrete Ribbon Curb	2,860	LF	$16.30	$46,618.00
1-42	6" Thick CC Slab b/w F-Curb (Sta. 104+00 to 109+00)	500	LF	$15.50	$7,750.00
1-43	2 Ft Concrete Traffic Separator	130	LF	$31.50	$4,095.00
1-44	3 Ft Concrete Traffic Separator	185	LF	$46.50	$8,602.50
1-45	FDOT CIP Concrete Gravity Wall	1,200	LF	$245.00	$294,000.00
Access Road and Pensacola Beach Blvd. Improvements					

Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
1-46	12" (W) x 24" (D) Concrete Ribbon Curb	100	LF	$18.00	$1,800.00
1-47	Tuff Curb XLP (or approved equal)	230	LF	$35.20	$8,096.00
1-48	Crosswalk Approach Detectable Warning Pavers	282	SF	$15.95	$4,497.90
1-49	Concrete Wheel stop	10	EA	$82.50	$825.00
1-50	Stamped Asphalt Crosswalk	145	SY	$82.50	$11,962.50
1-51	Go Kart Track Replacement per Detail Specification	1	LS	$31,650.00	$31,650.00
1-52	Right Turn Only Sign	1	EA	$121.00	$121.00
1-53	Concrete Steps	1	EA	$8,500.00	$8,500.00
				CONSTRUCTION COST TOTAL =>	**$2,096,765.54**

Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
1-50	Stamped Asphalt Crosswalk	145	SY		
1-51	Go Kart Track Replacement per Detail Specification	1	LS		
			CONSTRUCTION COST TOTAL =		

Electronic Submittal Through Vendor Registry / PD 19-20.093, Pensacola Beach Access Road Improvements Bid Form.xlsx
(https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration)

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding***).
Yes ___ No X

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 9/22 Addendum No. 3 Date 10/19 #5 10/23

Addendum No. 2 Date 10/7 Addendum No. 4 Date 10/21

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number 607410

Occupational License # 127561

Florida DBPR Contractor's License, Certification, and/or Registration # CGC1515655

Type of Contractor's License, Certification, and/or Registration Certified General Contractor

Expiration Date: 8/31/20222

County Permits/Fees Required for this Project:

Person to Contact Concerning This Bid:

Name: Josh Hamner

Phone: 850-478-5250

E-Mail: josh@panhandlegradingandpaving.com

Person to Contact for Emergency Service:

Name: Brad McLaughlin

Phone: 850-478-5250

E-Mail: brad@panhandlegradingandpaving.com

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within **Ninety (90) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **One Hundred Ten (110) consecutive calendar days** from the date of Substantial Completion, which is Notice to Proceed. **Liquidated damages of $1000 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County, BOCC
(Print Name of Public Entity)

By Donald Long, Vice President
(Print Individual's Name and Title)

For Panhandle Grading & Paving, Inc.
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

2665 Solo Dos Familiaf

Pensacola, FL 32534

And (if applicable) its Federal Employer Identification Number (FEIN) is:
59-1879185

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, ~~FLORIDA STATUTES~~ FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this 23 day of Oct, 20 20. Personally known —
OR produced identification _____ Type of Identification: _____
Notary Public: State of FL

My Commission Expires: _____

Patti Rittenbery
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

PATTI RITTENBERY
MY COMMISSION # GG 185045
EXPIRES: February 12, 2022
Bonded Thru Notary Public Underwriters

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that Panhandle Grading & Paving, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

X As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

10/21/2020
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
607410

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: Jerry Long
Vice President: Donald Long
Director: _____
Other: _____

Secretary: Betty Long
Treasurer: Betty Long
Director: _____
Other: _____

Name of Corporation (As Used in Florida)

Panhandle Grading & Paving, Inc.
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: 3717
City, State, Zip: Pensacola, FL 32516

Street Address: 2665 Solo Dos Familiaf
City, State, Zip: Pensacola, FL 32534

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:
59-1879185
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:
Brad McLaughlin

E-Mail: brad@panhandlegradingandpaving.com **Telephone:** 850.478.5250
Facsimile: 850.479.5901

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

Donald Long
Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

Vice President

END

Verified by: _____ Date: _____

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 22, 2020

To: All Known Prospective Bidders

Addendum Number : 1

RE: Pensacola Beach Access Road Improvements

Solicitation Identification Number PD 19-20.093

All:

This notice is to provide for Acknowledgement of Addendum 1.

The following information is provided:

Valued Suppliers: Due to Hurricane Sally the original due date of the bids is moved from September 24, 2020 at 1:00 PM CDT to October 8, 2020 at 1:00 PM.

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of you having received same. You may photocopy for your record.

Sincerely,

Lawrence Gordon

Lawrence A. Gordon
Purchasing Specialist

On Behalf of:

Paul Nobles

Escambia County Purchasing Manager

Enclosures

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: Panhandle Grading & Paving, Inc.

Section 2

Section 3
Section 4
Section 5 *A. Substantially Complete in ~~90~~ 120 calendar days
Fully Complete and ready for Final Inspection in ~~110~~ 150 calendar days
*B. Liquidated Damages at $1000 for each calendar day

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: Panhandle Grading & Paving,Inc.

B. Revised Bid Form as noted in Footer "Addendum 3"

Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
G-8	Remove and Replace Irrigation System	1	LS	$10,000.00	$10,000.00

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 3:

SIGNED: _____

COMPANY: Panhandle Grading & Paving, Inc.

3. Are lane closures allowed to be left up overnight if in accordance with FDOT design standards?
   Response: For Bidding, Contractors should assume that work and land closures will be restricted to day-time only working hours. Night work and overnight land closures may be permitted by the County.

E. Revised Bid Form as noted in Footer "Addendum 4"

Item No.	Item Description	Item Qty.	Qty. Unit	Unit Price	Extended Amount
1-10	Remove and Replace Go-Kart Track Fence	300	LF		$0.00
1-16	12" Stabilized Subgrade	10,500	SY		$0.00
1-18	2" County Spec 2500 Type SP 12.5 Asphalt Surface Overlay	17,800	SY		$0.00
1-20	SP 12.5 Base Overbuild - Varying Depth (Sta. 38+40 to 45+98) (3" Max Lifts) (Approx. 2500 SY @ 1.5 Feet Avg. Depth)	1	LS		$0.00
1-20(a)	SP 12.5 Base Overbuild - Varying Depth (Pns. Beach Blvd. Sta. 103+75 to 109+38) & 115+47 to 118+09) (3" Max Lifts) (Approx. 2200 SY @ 4" Avg. Depth)	1	LS		$0.00
1-52	Right Turn Only Sign	1	EA		$0.00
1-53	Concrete Steps	1	EA		$0.00

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 4:

SIGNED: _____

COMPANY: Panhandle Grading & Paving, Inc.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 23, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 5:

Re: PD 19-20.093, Pensacola Beach Access Road Improvements

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 4 provides for changes in Bid Documents related to Bid delivery and signature:

A. Bid Opening

From: **BIDS WILL BE RECEIVED UNTIL ~~10:00 AM~~ CDT, October 23, 2020**
To: **BIDS WILL BE RECEIVED UNTIL 3:00 PM CDT, October 23, 2020**

B. Revised Bid Form as noted in Footer "Addendum 5", provided separately.

This Addendum Number 5 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 5:

SIGNED: _____

COMPANY: Panhandle Grading & Paving, Inc.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MCLAUGHLIN, BRADLEY RALPH

PANHANDLE GRADING & PAVING, INC
P O BOX 3717
PENSACOLA FL 32516

LICENSE NUMBER: CGC1515655

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ESCAMBIA COUNTY BUSINESS TAX RECEIPT

Scott Lunsford
Escambia County Tax Collector

GENERAL CONTRACTOR

PANHANDLE GRADING & PAVING INC

P O BOX 3717
PENSACOLA, FL 32516

2020 / 2021

EXPIRES: SEPTEMBER 30, 2021

BUSINESS: PANHANDLE GRADING & PAVING INC

ACCOUNT NO: 127561

OWNER NAME: PANHANDLE GRADING & PAVING INC. MCI

LOCATION: 2665 SOLO DOS FAGROUP TYPE: 30102 TOTAL: 26.25

Paid 09/24/2020 26.25

This business tax receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

THE ISSUANCE OF THIS RECEIPT DOES NOT ENSURE COMPETENCY

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Panhandle Grading & Paving, Inc.
2665 Solo Dos Familiaf
Pensacola, FL 32534

SURETY:
(Name, legal status and principal place of business)
Arch Insurance Company
A MO Corporation
Harborside 3, 210 Hudson Street, Suite 300
Jersey City, NJ 07311 - 1107

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Escambia County, Florida
213 Palafox Place
Pensacola, FL 32502

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Pensacola Beach Access Road Improvements

Project Number, if any: SPECIFICATION NUMBER PD 19-20.093

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of September, 2020.

(Witness) Josh Hamner

Panhandle Grading & Paving, Inc.
(Principal) (Seal)

(Title) Donald Coug - V.P

(Witness) Lane Ward

Arch Insurance Company
(Surety) (Seal)

(Title) Mark W. Edwards, II, Attorney-in-Fact

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel and William M. Smith of Birmingham, AL (EACH) R. E. Daniels and Shelby E. Daniels of Pensacola, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00).
This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **15th day of May, 2020**

Attested and Certified

Patrick K. Nails, Secretary

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

Arch Insurance Company

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHELE TRIPODI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires July 31, 2021

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, **Patrick K. Nails** , Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated May 15, 2020** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 18th day **of** September , **2020** .

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at **SuretyAuthentic@archinsurance.com**
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

Panhandle Grading & Paving, Inc.

For

PD 19-20.093, Pensacola Beach Access Road Improvements

FORM D: Road/Drainage
D_DRANRD.2020.docx
(Revised 2020)

STANDARD ROAD/DRAINAGE CONSTRUCTION
CONTRACT DOCUMENTS
FORM D

TABLE OF CONTENTS

		PAGE
Sec. 1	Contract Documents	1
Sec. 2	Scope of Work	1
Sec. 3	Contract Amount	1
Sec. 4	Bonds	2
Sec. 5	Contract Time and Liquidated Damages	2
Sec. 6	Exhibits Incorporated	3
Sec. 7	Notices	3
Sec. 8	Modification	4
Sec. 9	Successors and Assigns	4
Sec. 10	Governing Law	4
Sec. 11	No Waiver	4
Sec. 12	Entire Agreement	4
Sec. 13	Severability	4

Exhibits **PAGE**

Exhibit A/General Terms and Conditions 6

1. Intent of Contract Documents 6
2. Investigation and Utilities 6
3. Schedule 7
4. Progress Payments 7
5. Payments Withheld 8
6. Final Payment 9
7. Submittals and Substitutions 9
8. Daily Reports, As-Builts and Meetings 10
9. Contract Time and Time Extensions 11
10. Changes in the Work 12
11. Claims and Disputes 13
12. Other Work 14
13. Indemnification and Insurance 14
14. Compliance with Laws 16
15. Cleanup and Protections 17
16. Assignment 17
17. Permits, Licenses and Taxes 17
18. Termination for Default 17
19. Termination for Convenience and Right of Suspension 19

Exhibits **PAGE**

20. Completion 19
21. Warranty 20
22. Project Layout and Control 20
23. Tests and Inspections 21
23. Defective Work 22
24. Supervision and Superintendents 23
25. Protection of Work 23
26. Emergencies 23
27. Use of Premises 24
28. Safety 24
29. Project Meetings 25

Exhibit B/Performance and Payment Bond 26

Performance Bond 26

Payment Bond 29

Exhibit C/Insurance and Safety 32

Exhibit D/Release and Affidavit 42

Exhibit E/Form of Contract Application for Payment 44

Exhibit F/Construction Change Order 45

Exhibit G/Payment Adjustment – Bituminous Materials

Exhibit H/Working Drawings / Plans prepared by Engineer and identified as follows:

[Description/Sheet No./Date]

Exhibit I/Technical Specifications **[Description/Date]**

Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (if applicable)

Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND PANHANDLE GRADING & PAVING, INC. FOR ROAD/DRAINAGE CONSTRUCTION

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida ("County"), with administrative offices at 221 South Palafox Place, Pensacola, Florida 32502, and Panhandle Grading & Paving, Inc., a Florida for profit corporation (“Contractor”), FEI/EIN 59-1879185, with a principal address of 2665 Solo Dos Familiaf, Pensacola, Florida 32534, relating to the Contractor’s performance of all work ("Work") in connection with Pensacola Beach Access Road Improvements, P.D. 19-20.093 ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

SECTION 1. CONTRACT DOCUMENTS.

1.1 The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

1.2 In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

1.3 County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor in accordance with the terms of this Agreement the following amount (herein "Contract Amount"):

Two Million Ninety-Six Thousand Seven Hundred Sixty-Five Dollars and Fifty-Four Cents
2,096,765.54

SECTION 4. BONDS.

4.1 Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

4.2 If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

4.3 Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The recording fee is $10.00 for the first page and $8.50 for each remaining page.)

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

5.1 Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within One Hundred Twenty (120) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling One Hundred Fifty (150) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

5.2 County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$**1,000.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be

deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

5.3 Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

5.4 When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday, or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by/for County and identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES.

7.1 All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Engineering
3363 West Park Place
Pensacola, Florida 32505
Attention: James Duncan, Deputy Division Manager

7.2 All correspondence with the Contractor will be addressed to the following:

Panhandle Grading & Paving, Inc.
2665 Solo Dos Familiaf
Pensacola, Florida 32534
Attention: Jerry F. Long, President

7.3 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION.
No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS.
Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW.
The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER.
The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT.
Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY.
Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.
The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written

notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

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

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Witness: _____

Date: _____

BCC Approved: November 5, 2020

CONTRACTOR:
Panhandle Grading & Paving, Inc., a Florida Corporation, authorized to do business in the State of Florida.

ATTEST:

By: _____

By: _____
Secretary

Its: Jerry F. Long, President

Date: _____

(Seal)

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract

Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all

of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 <u>Retainage.</u>

a) If the Contract Amount is $200,000.00 or less, the following shall apply:
County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

b) If the Contract Amount is in excess of $200,000.00, the following shall apply:
County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. This subsection shall not apply if the project is paid, in whole or in part, with federal funds and

subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

The County shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

4.6 Monthly payments to Contractor, including the release of any portion or percentage of sums retained prior to final completion of the Project, shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

4.9 All payments under this Agreement and interest on any late payments shall be governed by the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

Section 5. PAYMENTS WITHHELD

The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a CD/DVD in digital format and/or photographs showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

a) Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
b) Soil conditions which adversely affect the Work;
c) The hours of operation by Contractor's personnel and subcontractor's personnel;
d) The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
e) All equipment on the Project site, description of equipment use, and designation of time equipment was used (specifically indicating any down time);
f) Description of Work being performed at the Project site;
g) Any unusual or special occurrences at the Project site;
h) Materials received at the Project site; and
i) A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and

a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

a) Contractor notified the County in writing within forty-eight (48) hours of the delay;
b) The weather was unusual as documented by supporting data;
c) The weather had an adverse impact on the contractor’s schedule (critical path only); and
d) The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party

making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Indemnification. Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials,

tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

13.3 Insurance.

Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application

of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in writing by the County.

All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.4 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited

to: (1) the Occupational Safety and Health Act, 29 C.F.R. 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 Employment Eligibility Verification. In accordance with §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims,

demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating

that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____
(Project Name and Address)

_____
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment, or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects, and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers, or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Benchmarks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by any incorrect layout and grade spotting work or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings do not conform to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the County/Owner for compensation or damage by reasons for failure of the Engineer to accurately represent upon said Drawings, points, grades, and levels conforming to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work’s warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's

services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give

County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. Contractor shall commit no public nuisance.

Section 29. SAFETY

29.1. Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

a) All employees performing the Work and other persons and/or organizations who may be affected thereby;
b) All Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
c) Other property on the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

29.2. Contractor shall comply with all applicable codes, laws, ordinances, rules, and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless

otherwise designated in writing by the Contractor to the County.

29.4 Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the performance of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____
_____
(Insert name, address, and phone number of contractor), as Principal, and

_____
_____
_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____
____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.
WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____
_____
_____
(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____

PRINCIPAL:

_____
By:_____

Name:_____
_____ Its:_____
Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)
_____
_____
_____
(Business Address)
_____
(Authorized Signature)
_____
(Printed Name)
OR

_____
Witness

_____
Witness

_____
As Attorney In Fact (Attach Power)
_____
_____
_____
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

_____
_____
Witnesses as to Principal

PRINCIPAL:
_____
By:_____
Name:_____
Its:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(AFFIX OFFICIAL SEAL)

_____
(Signature)
Name:_____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

_____
Witness

_____
Witness

SURETY:_____
(Printed Name)
_____
_____
_____
(Business Address)
_____
(Authorized Signature)
_____
(Printed Name)

OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
Witnesses _____
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, Purchasing Manager
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the

providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or

brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records

shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.
☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___
By: _____
Contractor
By: _____
Engineer
By: _____
Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:
Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)
Pb ' Bid unit price for Bituminous Material.
Id ' Asphalt Price Index during the month in which the material is incorporated into the project.
Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18851 **County Administrator's Report 10. 49.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Ratification of Purchase Orders issued in Excess of $25,000 Related to Hurricane Sally
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Emergency Purchase Order Ratification Relative to Hurricane Sally - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board ratify the following Purchase Orders in excess of $25,000, related to Hurricane Sally:

P O Number	Vendor Number	Vendor	Charge Budget Unit	Budget Unit Title	Charge Acct	Charge Project	Charge Project Account	Amount	Description
201803	034300	Communication Engineering Services	330403	SALLY20	54601	SALLY20	54601	$100,000.00	Microwave tower sites Hurricane Sally damage repairs
201810	081206	Mott Macdonald	330906	BOB SIKES	54615	BOB SIKES		$47,555.00	Contract pf 19-20.098 LAP CEI services for Bob Sikes Bridge (Hurricane Sally)
201813	055652	F 7 W Construction Company, Inc.	330906	BOB SIKES	54615	BOB SIKES	54615	$1,286,297.71	Contract pd 19-20.097 LAP Bob Sikes Bridge Hurricane Sally repairs
201815	425654	Kisinger Campo & Associates	330906	BOB SIKES	54615	BOB SIKES	54615	$45,924.74	LAP CR399 bob Sikes Bridge over Sana Rosa Sound emergency

		Corp							repairs bridge no. 480123 and 480139
210037	165044	Pro Construction LLC	330902	CAT B - Hurricane Sally	54601	SALLY20	54601	$85,000.00	GSA emergency mitigation services for various buildings
210071	150400	Otis Elevator Company	330902	CAT B - Hurricane Sally	54601	SALLY20	54601	$178,851.58	Hurricane repairs - public elevators
210181	150141	Olsen Associates Inc	330905	CAT G - Hurricane Sally	53101			$48,850.00	Professional services for hurricane sally post-disaster design survey and report Pensacola Beach, FL beach restoration project
210213	425962	Hanssen Glass Llc	330904	CAT E - Hurricane Sally	54601	SALLY20	54601	$313,700.00	Hurricane repairs - glass front doors at the Pcola Bay Center
210241	034103	Servicemaster Professional Clng Srv	330902	CAT B - Hurricane Sally	54601	SALLY20	54601	$85,000.00	Emergency storm mitigation at various locations
210242	425076	Thompson Consulting Services LLC	330901	CAT A - Hurricane Sally	53101			$66,820.00	FEMA public assistance (pa) grant management and training
210407	427251	Interface Services Inc	330904	CAT E - Hurricane Sally	54601	SALLY20	54601	$38,123.10	Carpet replacement at Bay Center - 2 locations
210411	427251	Interface Services Inc	330904	CAT E - Hurricane Sally	54601	SALLY20	54601	$24,632.14	Carpet replacement at extension quote

BACKGROUND:

A State of Local Emergency was declared on September 14, 2020. Per Escambia County Ordinance, Sec. 46-93. - Same - Emergency purchases. All purchases during a declared emergency shall be reported to the Board of County Commissioners at the next available board meeting.

BUDGETARY IMPACT:

P O Number	Vendor Number	Vendor	Charge Budget Unit	Budget Unit Title	Charge Acct	Charge Project	Charge Project Account	Amount	Description
201803	034300	Communication Engineering Services	330403	SALLY20	54601	SALLY20	54601	$100,000.00	Microwave tower sites Hurricane Sally damage repairs
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201815	425654	Kisinger Campo & Associates Corp	330906	BOB SIKES	54615	BOB SIKES	54615	$45,924.74	LAP CR399 bob Sikes Bridge over Sana Rosa Sound emergency repairs bridge no. 480123 and 480139
210037	165044	Pro Construction LLC	330902	CAT B - Hurricane Sally	54601	SALLY20	54601	$85,000.00	GSA emergency mitigation services for various buildings
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LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Sec. 46-93. - Same—Emergency purchases.
(a) In the event of an emergency, the Chairman of the Board of County Commissioners, upon receipt of a written request transmitted through the County Administrator, from the director or designee of a using department, may authorize emergency purchases which exceed $50,000. Such purchases shall be exempted from the requirements of the competitive bid or proposal process of this article.

(b) Emergency purchases of over $50,000 shall be reported to the Board at the next regularly scheduled meeting. The Board Chairman's authority shall not be delegated to any other person except that the Vice Chairman may act for the Chairman in his/her absence. Emergency purchases are subject to internal audit review.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

201803
201810
201813
201815
210037
210071
210181
210213
210241
210242
210407
210411

PURCHASE ORDER NO. 201803

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
034300 FAX: 850-439-1350
COMMUNICATIONS ENGINEERING SERVICES
DBA CES/TEAM ONE COMMUNICATIONS
215 W HERMAN ST
PENSACOLA FL 32505

SHIP TO
PUBLIC SAFETY FACILITY
6575 NORTH "W" STREET
PENSACOLA, FL 32505-1714
ATTN: TAMIKA WILLIAMS / 471-6425

ORDER DATE: 09/25/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001751	REQ. DATE: 10/02/20
TERMS: NET 30 DAYS	F.O.B.: PRE-PAY AND ADD	DESC.: MICROWAVE TOWER SITES	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			THIS BLANKET ORDER IS FOR MICROWAVE TOWER SITES HURRICANE SALLY DAMAGE REPAIRS, EXCLUSIVELY FOR THE USE OF ESCAMBIA COUNTY PUBLIC SAFETY COMMUNICATIONS IN ITS DAILY OPERATIONS. THE COUNTY SHALL BE CHARGED ACCORDING TO THE APPLICABLE CONTRACT PRICE SCHEDULE OR A PREFERRED STATUS WITH THE LOWEST PRICES USUALLY EXTENDED TO MOST FAVORED CUSTOMERS.		
01	1.00	LOT	MICROWAVE TOWER SITES HURRICANE SALLY DAMAGE REPAIRS	100000.0000	100,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330403	54601	100,000.00	SALLY20

PAGE TOTAL $	100,000.00
TOTAL $	100,000.00

APPROVED BY Debbie Bower

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

20001751
20803

From: Tamika L. Williams
To: Alexa K. Morgan
Subject: FW: Tower Damage Assessment
Date: Friday, September 25, 2020 8:03:52 AM
Attachments: Tower Site Damage Assesment.xlsx

Alexa,

Please create a PO for 100,000 CC 330403, project code Sally20. Vendor is CES.

Blanket PO statement needs to be added.

For: Microwave Hurricane Sally Damage Repairs - 100,000

As Emergency PO approved by Mrs. Gilley and Amber McClure.

Please attached the Emergency Declaration.

Thanks,

Tamika L. Williams, Division Manager
Business Operations Division
Public Safety Department
6575 North W. St.
Pensacola, FL 32505
Ph. 850.471.6425
Fx. 850-471.6455

From: Janice P. Gilley <JanicePGilley@myescambia.com>
Sent: Friday, September 25, 2020 6:07 AM
To: Tamika L. Williams <tlwilliams@myescambia.com>; Jason D. Rogers <jdrogers@myescambia.com>; Debbie L. Bowers <dlbowers@myescambia.com>
Cc: Amber M. McClure <ammcclure@myescambia.com>
Subject: Fwd: Tower Damage Assessment

Please proceed. Thank you.

Best,

Janice P. Gilley
County Administrator
221 Palafox Place
Pensacola, Florida 32502

From: Tamika L. Williams
Sent: Thursday, September 24, 6:01 PM

Subject: FW: Tower Damage Assessment
To: Debbie L. Bowers, Janice P. Gilley
Cc: Jason D. Rogers

Mrs. Gilley,

Please see the attached microwave damage assessment. Andrew is thinking the cost would be approximately $100,000. Please advise on how you would like for me to proceed.

Thanks,

Tamika L. Williams, Division Manager
Business Operations Division
Public Safety Department
6575 North W. St.
Pensacola, FL 32505
Ph. 850.471.6425
Fx. 850-471.6455

From: Tamika L. Williams
Sent: Thursday, September 24, 2020 5:53 PM
To: Jason Rogers (jdrogers@myescambia.com) <jdrogers@myescambia.com>; Amber M. McClure <ammcclure@myescambia.com>
Cc: Paul R. Nobles <prnobles@myescambia.com>; Andrew J Hamilton <AHAMILTON@myescambia.com>
Subject: FW: Tower Damage Assessment

Amber,

It was my understanding that approval was granted earlier this week to Andrew and work is already being performed for this expense but I would like to request the PO for $100,000 versus the $86,500 due to additional cost. Please advise on how you would like for me to proceed. The PO would be awarded to Motorola/CES and Cost Center is General Fund 330403 and I do not have funds to support the PO. I know the Cost Center flags have been lifted but I wanted to know if I should proceed with the PO now and request ratification or should I go to the Board 1st and hold on the payments.

Please advise.

Respectfully,

Tamika L. Williams, Division Manager
Business Operations Division
Public Safety Department
6575 North W. St.
Pensacola, FL 32505
Ph. 850.471.6425
Fx. 850-471.6455

From: Andrew J Hamilton <AHAMILTON@myescambia.com>
Sent: Thursday, September 24, 2020 3:45 PM
To: Tamika L. Williams <tlwilliams@myescambia.com>
Subject: FW: Tower Damage Assessment

Tamika,

We could exceed the number so I think doing the PO for 100K would be prudent. I will have additional generator cost attributed to the storm, but I don't have those invoices yet.

I've already submitted the $5,500 invoice for the tree removal at 4H.
From: Andrew J Hamilton
Sent: Monday, September 21, 2020 2:19 PM
To: Jason D. Rogers <jdrogers@myescambia.com>
Subject: Tower Damage Assessment

Attached is the tower site damage assessment totaling $86,500. These are estimates only based on initial inspections done by the State Comms Strike Team. Some towers were climbed, some were assessed using drone.

Each tower will be climbed, fully inspected, bolts checked and tightened and guy wires tension checked. I estimated on the high side as additional items are often found when climbing.

I will have generator cost also, but don't have those in yet.

Andrew Hamilton CPM, ENP
Communications Chief
Escambia County Public Safety
6575 N. "W" Street
Pensacola, FL 32505
850-471-6316 office
850-377-5333 cell
850-471-6322 fax

RESOLUTION R2020-124
DECLARATION OF STATE OF LOCAL EMERGENCY

WHEREAS, the Board of County Commissioners of Escambia County has been informed by her emergency management staff of the imminent threat posed by Hurricane Sally; and

WHEREAS, Hurricane Sally has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, time and circumstances are such that a special emergency meeting of the Board of County Commissioners cannot be called; and

WHEREAS, pursuant to section 37-35 of the Escambia County Code of Ordinances, one Commissioner may declare a state of emergency.

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

1. The above recitals are true and are incorporated herein.
2. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 1:00 p m., central daylight time, this 14th day of September, 2020.
3. The Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:
    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
    b. Entering into contracts.
    c. Incurring obligations.
    d. Employment of permanent and temporary workers.
    e. Utilization of volunteer workers.
    f. Rental of equipment.

g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

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

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.

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

Adopted this 14th day of September, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Robert Bender, Vice Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

Date Executed
9/14/2020

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/14/2020

Rev. 6/15

SITE	ADDRESS	DAMAGE/NEEDS	Estimate	
County -wide		Initial Dish realignments	$15,000.00	
4H	4810 W NINE MILE RD	Climb and Inspect, remove tree on guys wires, path alignments, poss lighting system	$9,000.00	Tree $5,500
EXCHANGE PK	3200 E LAKEVIEW AV	Tower Climb equipment inspection, antenna work, detached cables	$2,000.00	
SCENIC HTS	1518 WOODCHUCK AV	Climb and Inspect, path alignments	$5,500.00	
ESO	1700 W LEONARD ST	path alignments	$2,500.00	
CENTURY	8600 BLACKMON ST	Climb and Inspect,path alignments	$3,500.00	
DON SUTTON	2340 CRABTREE CHURCH RD	Climb and Inspect,path alignments	$3,500.00	
GULF BREEZE	FAIRPOINT DR	Climb and Inspect, antenna work,path alignments	$2,000.00	
BIG LAGOON	12950H GULF BEACH HWY	Climb and Inspect, replace transmission line, antenna mount	$6,500.00	
GONZALES	90 AND 9 BOYS RANCH	Climb and Inspect, antenna work,path alignments	$3,500.00	
WARRINGTON	113 MANCHESTER ST	Climb and Inspect, antenna work,path alignments	$4,500.00	
PUBLIC SAFETY	6575 NORTH W ST	Climb and Inspect, antenna work,path alignments	$3,500.00	
WALNUT HILL	5026 ARTHUR BROWN RD	Climb and Inspect, antenna work,path alignments	$3,500.00	
MOLINO HD	3470 N HIGHWAY 29	Climb and Inspect, antenna work,path alignments	$3,500.00	
PIPELINE	5725 PIPELINE RD	Climb and Inspect, antenna work,path alignments,strobe light repair	$5,500.00	
NORTH SITE	7955 BRATT RD	Climb and Inspect, antenna work,path alignments	$5,500.00	
ENGLEWOOD	1218 W CROSS ST	Climb and Inspect,path alignments	$5,500.00	
WSRE	1295 W FAIRFIELD DR	Climb and Inspect, replacement,path alignments	$2,000.00	

PURCHASE ORDER NO. 201810

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
081206 FAX: 850-505-0265
MOTT MACDONALD CONSULTANTS INC
220 WEST GARDEN ST STE 700
PENSACOLA FL 32502

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 09/28/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001766	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: SALLY20 PD 19-20.098 LAP	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 19-20.098 LAP CEI SERVICES FOR BOB SIKES BRIDGE (HURRICANE SALLY)	47555.0000	47,555.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330906	54615	47,555.00	BOBSIKES

PAGE TOTAL $	47,555.00
TOTAL $	47,555.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

20001766
201810

RESOLUTION R2020-124
DECLARATION OF STATE OF LOCAL EMERGENCY

WHEREAS, the Board of County Commissioners of Escambia County has been informed by her emergency management staff of the imminent threat posed by Hurricane Sally; and

WHEREAS, Hurricane Sally has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, time and circumstances are such that a special emergency meeting of the Board of County Commissioners cannot be called; and

WHEREAS, pursuant to section 37-35 of the Escambia County Code of Ordinances, one Commissioner may declare a state of emergency.

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

1. The above recitals are true and are incorporated herein.
2. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 1:00 p m., central daylight time, this 14th day of September, 2020.
3. The Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:
    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
    b. Entering into contracts.
    c. Incurring obligations.
    d. Employment of permanent and temporary workers.
    e. Utilization of volunteer workers.
    f. Rental of equipment.

g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

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

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.

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

Adopted this 14th day of September, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Robert Bender, Vice Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

Date Executed
9/14/2020

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/14/2020

Rev. 6/15

PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
ESCAMBIA COUNTY

AND

MOTT MACDONALD FLORIDA, LLC

FORM G: Modified
(LAP)

PROFESSIONAL CONSULTING SERVICES
FORM G- MODIFIED

TABLE OF CONTENTS

		PAGE
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County's Responsibilities	8
ARTICLE 8	Consultant's Responsibilities	8
ARTICLE 9	General Conditions	9

Exhibit A/ Scope of Work

Exhibit B/ Schedule for Completion

Exhibit C/ Fee Schedule

Exhibit D/ Local Agency Program Federal-Aid Terms for Professional Services Contracts

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is made and entered into this **25th day of September 2020**, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and **MOTT MACDONALD FLORIDA, LLC** a for-profit corporation authorized to transact business in the State of Florida, FEI/EIN **59-1294824** whose principal address is **220 West Garden Street, Suite 700 Pensacola, FL 32502** (hereinafter referred to as the "Consultant").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: **MOTT MACDONALD FLORIDA, LLC** is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean **Derek Fox, Senior Engineering Project Coordinator**. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a political subdivision of the State of Florida.

1.6 COMPENSATION: Compensation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for **Bob Sikes Bridge Hurricane Sally Repairs.**

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.2 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. **PD 19-20.098, LAP CEI for Bob Sikes Bridge Hurricane Sally Repairs** and as represented in the Consultant's Letter of Interest response, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in **Exhibit A**, attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of **Exhibit A** and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is **$1,206,297.71.**

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with **Exhibit B**, which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, fees for certain project tasks pursuant to the fee schedule set forth in **Exhibit C,** attached hereto and made a part hereof. The total fee for all such services to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, **Forty-Seven Thousand Five Hundred Fifty Five dollars ($47,555.00).** Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in **Exhibit C** for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

MOTT MACDONALD FLORIDA, LLC
220 West Garden Street, Suite 700
Pensacola, FL 32502

(d) Invoices to the County shall be sent to:

Escambia County Engineering
3363 West Park Place
Attn: Derek Fox
Pensacola, Florida 32505

Notices to the County shall be sent to:

County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: In accordance with §287.055(6), Florida Statutes and Section 46-97, Escambia County Code of Ordinances, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 COMPLIANCE: The Consultant agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.7 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.8 HOLD HARMLESS AND INDEMNIFICATION:

The Consultant agrees to hold harmless and indemnify the County, the State of Florida Department of Transportation, and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant's acceptance and execution

of the Agreement. Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

Nothing in this paragraph is intended to serve nor shall it constitute a waiver of sovereign immunity by the County or the State of Florida and nothing herein shall be construed as consent by the County or the State of Florida to be sued by third parties in any matter arising out of this Agreement.

9.9 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a "claims made" form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five-year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage

may be provided on a "claims made" basis. The State of Florida Department of Transportation, Escambia County, and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of the foregoing named parties and shall provide for a minimum of thirty (30) days' notice of cancellation. The State of Florida Department of Transportation, Escambia County, and the Board of County Commissioners also shall be the certificate holders.

9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.11 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.12 TRUTH-IN-NEGOTIATION CERTIFICATE: In accordance with §287.055(5), Florida Statutes and Section 46-97, Escambia County Code of Ordinances, the signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. To the extent such wage rates and other factual unit costs are determined by the County to be inaccurate, incomplete, or non-current, the original contract price and any additions thereto shall be adjusted to exclude any increases in the compensation paid to the Consultant due to such inaccurate, incomplete, or non-current wage rates and other factual unit costs. A determination of allowable costs in accordance with the Federal cost principles will be performed for all services rendered under this Agreement. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.13 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.14 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes, and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.15 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.16 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.17 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.18 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.19 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.20 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing,

the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with §448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.22 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.23 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.24 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness

Witness

By: Janice P. Gilley
Janice P. Gilley, County Administrator

Date: Sep 25, 2020

BCC Approved:_____

CONSULTANT:
MOTT MACDONALD FLORIDA, a Limited Liability Company authorized to do business in the State of Florida.

ATTEST:

By:_____
Secretary

By: David Skipper (Sep 25, 2020 19:51 CDT)
David Skipper, Vice President

Date: Sep 25, 2020

EXHIBIT A

Construction, Engineering, Inspection (CEI) and Program Management Services for Emergency Repair of CR-399 (Bob Sikes Bridge, 480123 & 480139) over Santa Rosa Sound Solicitation Identification Number PD 19-20.098

Scope of Work

Project Narrative:

Provide services as defined in this Scope of Services, the referenced Department manuals, and procedures.

The projects for which the services are required are: Financial Project IDs: TBD

Descriptions: Emergency Repair of CR-399 (Bob Sikes Bridge, 480123 & 480139) over Santa Rosa Sound

County: Escambia

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the Department's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with Department manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Department. Such Department manuals, procedures, and memorandums are found at the State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the Department and the Contractor either directly or indirectly.

Contract Time:
The Contractor's work shall be fully completed within fourteen (14) calendar days from the Commencement date. The CEI Consultant will be allowed an accumulation of thirty (30) calendar days to complete documentation after final acceptance of the construction contract. Therefore, the **CEI services contract shall be for a total of forty-four (44) calendar days.**

SCOPE OF Work:
REQUIREMENTS OF THE CONSULTANT:

General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable

conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the Department, and direct the Contractor to correct such observed discrepancies.

Pursuant to Section 337.11(9)(a), Florida Statutes, the Consultant is hereby designated by the Secretary of the Department to negotiate and approve Supplemental Agreements within

the thresholds established in the CPAM. Seek input from the Construction Project Manager relating to all Supplemental Agreement requests. Supplemental Agreements must be determined to be in accordance with Florida law by the Department prior to approval by the Consultant. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the Department, which the Department may accept, modify or reject upon review. Consult with the Construction Project Manager as necessary and direct all issues, which exceed delegated authority to the Construction Project Manager for Department action or direction.

Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

Survey Control:

Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

Any questions or requests for "Waiver of Survey" should be directed to the District Final Estimates Manager.

On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The Department will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Department's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedures.

Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

The Department will perform inspection and sampling of materials and components at locations remote from the project site and the Department will perform testing of materials normally done in a laboratory remote from the project site.
Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The Department will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the Department's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.
Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done. Transport samples to be tested in a Department laboratory to the appropriate laboratory or appropriate local FDOT facility.
Input verification testing information and data into the Department's database using written instructions provided by the Department.

Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the Department for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

(1) Attend a pre-service meeting for the Agreement in accordance with CPAM. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting submit the FDOT Computer Security Access Request for use of FDOT Data Center Facilities and access to the Department's computer systems to the Construction Project Manager for approval.

(2) Schedule and attend a Final Estimate informational meeting with the District Construction Final Estimates Office. Provide appropriate staff to attend and participate in this meeting.

(3) Schedule and attend a meeting with the District Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting.

In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm.

(4) Schedule and attend SiteManager/EDMS informational meeting with the District Construction Office. Provide appropriate staff to attend and participate in this meeting.

Provide personnel proficient in the use of computers and scanner operation to input construction documents into an EDMS. This will require familiarity with the documents and guidelines posted on the Department's website for EDMS. Duties will include scanning, attributing and retrieving documents that are to be archived electronically.

(5) Schedule and conduct a meeting with the District Construction Environmental Liaison prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.

(6) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be

familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.

(7) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.

(8) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

(9) Monitor, inspect and document utility relocation self-performed by the contractor for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Document utility construction progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency's representatives, Department's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Department and Local Government owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other Department and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

(10) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Department to make timely payment to the Contractor.

(11) Prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the project covered by this Agreement.

(12) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Department procedures.

(13) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.

(14) The Department will provide the functions of the Resident Compliance Specialist. The Consultant shall perform the field interviews, provide work space and supplies for project compliance files.

(15) Prepare and submit to the Construction Project Manager twice-a-week, a Construction Status Reporting System (CSRS) report, in a format to be provided by the Department.

(16) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(17) Provide a digital camera for photographic documentation of pre- construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained on the Consultant's computer using a digital photo management system.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

EXHIBIT B

SCHEDULE IS DEPENDENT ON CONSTRUCTION

EXHIBIT C

CONSTRUCTION ENGINEERING and INSPECTION (CEI) NEGOTIATED WORK EFFORT

DESCRIPTION: **C.E.I. for Bob Sikes Bridge Hurricane Sally**
Financial Management No. **PD 19-20.098**
COUNTY: **ESCAMBIA**

Timeline: 14 + 30 days

Mott MacDonald Hours / Fee Breakdown

Construction Contract(s), Consultant Services, Project No(s), and/or Personnel Classifications	2020 Week of 21-Sep	28-Sep	5-Oct	12-Oct	19-Oct	26-Oct	2-Nov	Totals in Hours	Billing Rate	Additional Fee $
Senior Project Engineer	0.05	0.2	0.2	0.1	0.1	0.05	0.05	30	175.00	$5,250.00
Principal Bridge Engineer	0.025	0.1	0.1	0.1	0	0	0	13	225.00	$2,925.00
Project Engineer	0.10	0.50	0.50	0.50	0.25	0.25	0.25	94	130.00	$12,220.00
Senior Inspector	0.00	0.10	0.10	0.00	0.00	0.00	0.00	8	85.00	$680.00
Inspector	0.5	2.5	2.5	1	1	0.5	0.5	340	70.00	$23,800.00
Inspector Aide	0	0	0	0	0	0	0	0	55.00	$0.00
Administrative Assistant	0	0.1	0.1	0.1	0.1	0	0	16	55.00	$880.00
Resident Compliance Specialist	0	0.1	0.1	0.1	0.1	0.1	0.1	24	75.00	$1,800.00
Totals in Man Weeks	0.675	3.6	3.6	1.9	1.55	0.9	0.9	525	870.00	$47,555.00

EXHIBIT D

FEDERAL FORMS



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County
(Print name of the public entity)

by David D. Skipper, PE, Senior Vice President
(Print individual's name and title)

for Mott MacDonald Florida, LLC
(Print name of entity submitting sworn statement)

whose business address is
220 W Garden Street, Suite 700, Pensacola, FL 32502

and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-1294824

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this 24th day of September, 20 20

Personally known X

OR produced identification _____

_____
(Type of identification)

Notary Public - State of Florida

My commission expires March 18, 2021

_____
(Printed typed or stamped commissioned name of notary public)

AUDREY HARVELL LEMBERGER
MY COMMISSION EXPIRES MARCH 18, 2021
#GG 078900
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

State of Florida
Department of State

I certify from the records of this office that MOTT MACDONALD FLORIDA, LLC is a limited liability company organized under the laws of the State of Florida, filed on December 27, 2002.

The document number of this limited liability company is L02000034908.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on January 14, 2020, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of April, 2020

Secretary of State

Tracking Number: 1959177316CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

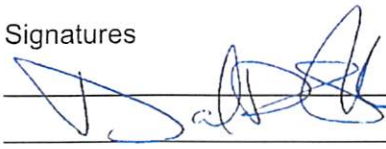
I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
PD 19-20.098	Emergency Repairs of CR-399 Bob Sikes Bridge CEI	

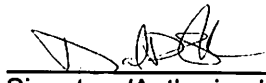
Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
David D. Skipper, PE, Senior Vice President		09/24/2020

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature/Authorized Certifying

David D. Skipper, PE, Senior Vice President
Official Typed Name and Title

Mott MacDonald Florida, LLC
Applicant/Organization

09/24/2020
Date Signed

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying

David D. Skipper, PE, Senior Vice President
Official Typed Name and Title

Mott MacDonald Florida, LLC
Applicant/Organization

09/24/2020
Date Signed

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES COMMITMENT FORM

375-030-83
PROCUREMENT
02/20

Submit this form as required in the Request for Proposal or alternatively, at the time of Expanded Letter of Response is due:

Contract/Advertisement No.:	19-20.098	**Prime Consultant:**	Mott MacDonald Florida, LLC
Project Description:	Bob Sikes Bridge Hurricane Sally Repairs		

Expected percentage of contract fees to be utilized by DBE(s): 0 %. (Combine DBE Prime and DBE subconsultants, if applicable).

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses 0 %. (Combine Non-DBE Small Business Prime and Non-DBE Small Business subconsultants, if applicable).

The proposed Prime and subconsultants/subvendors' work is as follows:

Prime	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	DBE	Small Business	Non DBE/ Non Small Business
Mott MacDonald Florida, LLC	8, 10	100	☐	☐	☐
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				
	Choose an item.				

Subconsultant/Subvendor	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	DBE	Small Business	Non DBE/ Non Small Business
	Choose an item.		☐	☐	☐
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES COMMITMENT FORM

375-030-83
PROCUREMENT
02/20

Subconsultant/Subvendor	Type of Work (List each type of work separately, only one type of work per line)	% of overall contract amount	DBE	Small Business	Non DBE/ Non Small Business
	Choose an item.		☐	☐	☐
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Total percent for Prime and Subs committed:
(Note to Consultants: should be 100% when submitted to FDOT) 0

Total percent for Prime and Subs remaining to be committed:
(Note to Consultants: should be 0% when submitted to FDOT) 100

The percentage column must total 100% for Prime and all subs.

Please note, the number one ranked firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award and any future contract amendments or task work orders (if applicable).

DBE status for all firms can be verified by using the **DBE Directory**:
https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx

Small Business status for **Non-Professional Services firms** can be found here:
https://fdotewp1.dot.state.fl.us/sasweb/cgi-bin/broker.exe?_service=default&_program=inetprog.db2.sbusfrm.scl

Small Business status for **Professional Services firms** is located here:
https://www.fdot.gov/procurement/InternetReports.shtm#qual

By: David Skipper, PE Title: Senior Vice President Date: 9/24/2020

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☒
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, *if known*: Mott MacDonald Florida, LLC 220 West Garden Street, Suite 700 Pensacola, FL 32502 Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, *if known*: _____
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: David D. Skipper, PE Title: Senior Vice President Telephone No.: 850.484.6011 Date (mm/dd/yyyy): 09/24/2020

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that Mott MacDonald Florida, LLC does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

☑ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

☐ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

David D. Skipper, PE
Offeror's Signature

09/24/2020
Date

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:
Mott MacDonald Florida, LLC
Business Name

By: 
Signature

Name: David D. Skipper, PE
Printed

Title: Senior Vice President
Printed

Date: 09/24/2020

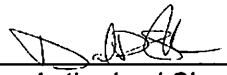
TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

Mott MacDonald Florida, LLC
Name of Consultant

By: 
Authorized Signature

09/24/2020
Date

PD 19-20.098 Revised G LAP CEI Agreement

Final Audit Report 2020-09-26

Created:	2020-09-25
By:	James Walters (jbwalters@myescambia.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvkhXbbY5x4BYbu8t9BsTHrg_YGDIrtqb

"PD 19-20.098 Revised G LAP CEI Agreement" History

Document created by James Walters (jbwalters@myescambia.com)
2020-09-25 - 11:10:05 PM GMT- IP address: 174.79.79.3

Document emailed to David Skipper (david.skipper@mottmac.com) for signature
2020-09-25 - 11:15:25 PM GMT

Email viewed by David Skipper (david.skipper@mottmac.com)
2020-09-26 - 0:50:10 AM GMT- IP address: 174.235.134.113

Document e-signed by David Skipper (david.skipper@mottmac.com)
Signature Date: 2020-09-26 - 0:51:47 AM GMT - Time Source: server- IP address: 174.235.134.113

Document emailed to Janice Gilley (janicepgilley@myescambia.com) for signature
2020-09-26 - 0:51:49 AM GMT

Email viewed by Janice Gilley (janicepgilley@myescambia.com)
2020-09-26 - 1:11:21 AM GMT- IP address: 174.235.138.18

Document e-signed by Janice Gilley (janicepgilley@myescambia.com)
Signature Date: 2020-09-26 - 1:15:22 AM GMT - Time Source: server- IP address: 174.235.138.18

Agreement completed.
2020-09-26 - 1:15:22 AM GMT

PURCHASE ORDER NO. 201813

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
055652 FAX: 334-299-6616
F & W CONSTRUCTION COMPANY INC
947 COUNTY ROAD 18
OZARK AL 36361-1549

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 09/29/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001758	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTRACT PD 19-20.097 LAP	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 19-20.097 LAP BOB SIKES BRIDGE HURRICANE SALLY REPAIRS	1286297.7100	1,286,297.71

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	330906 54615	1,286,297.71	BOBSIKES

PAGE TOTAL $	1,286,297.71
TOTAL $	1,286,297.71

APPROVED BY Debbie Bowen

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. E x c e s s quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

2000 1758

RESOLUTION R2020-124
DECLARATION OF STATE OF LOCAL EMERGENCY

WHEREAS, the Board of County Commissioners of Escambia County has been informed by her emergency management staff of the imminent threat posed by Hurricane Sally; and

WHEREAS, Hurricane Sally has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, time and circumstances are such that a special emergency meeting of the Board of County Commissioners cannot be called; and

WHEREAS, pursuant to section 37-35 of the Escambia County Code of Ordinances, one Commissioner may declare a state of emergency.

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

1. The above recitals are true and are incorporated herein.
2. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 1:00 p m., central daylight time, this 14th day of September, 2020.
3. The Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:
    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
    b. Entering into contracts.
    c. Incurring obligations.
    d. Employment of permanent and temporary workers.
    e. Utilization of volunteer workers.
    f. Rental of equipment.

g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

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

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.

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

Adopted this 14th day of September, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Robert Bender, Vice Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

Date Executed
9/14/2020

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/14/2020

Rev. 6/15

ROAD/DRAINAGE
CONSTRUCTION CONTRACT
DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

F & W CONSTRUCTION COMPANY, INC. OF ALABAMA

FORM D: Road/Drainage Modified
(LAP/FHWA-1273)

ROAD/DRAINAGE CONSTRUCTION
CONSTRUCTION CONTRACT DOCUMENTS
FORM D- MODIFIED

TABLE OF CONTENTS

		PAGE
Sec. 1	Contract Documents	1
Sec. 2	Scope of Work	1
Sec. 3	Contract Amount	1
Sec. 4	Bonds	2
Sec. 5	Contract Time and Liquidated Damages	2
Sec. 6	Exhibits Incorporated	3
Sec. 7	Notices	3
Sec. 8	Modification	3
Sec. 9	Successors and Assigns	3
Sec. 10	Governing Law	4
Sec. 11	No Waiver	4
Sec. 12	Entire Agreement	4
Sec. 13	Severability	4
Sec. 14	Public Records	4

Exhibits **PAGE**

Exhibit A/General Terms and Conditions 6

1. Intent of Contract Documents 6
2. Investigation and Utilities 6
3. Schedule 7
4. Progress Payments 7
5. Payments Withheld 8
6. Final Payment 9
7. Submittals and Substitutions 9
8. Daily Reports, As-Builts and Meetings 10
9. Contract Time and Time Extensions 11
10. Changes in the Work 12
11. Claims and Disputes 13
12. Other Work 13
13. Indemnification and Insurance 14
14. Compliance with Laws 15
15. Cleanup and Protections 16
16. Assignment 16
17. Permits, Licenses and Taxes 16
18. Termination for Default 17
19. Termination for Convenience and Right of Suspension 17

	Exhibits	PAGE
20.	Completion	18
21.	Warranty	19
22.	Project Layout and Control	19
22.	Tests and Inspections	20
23.	Defective Work	20
24.	Supervision and Superintendents	21
25.	Protection of Work	22
26.	Emergencies	22
27.	Use of Premises	22
28.	Safety	22
29.	Project Meetings	23
Exhibit B/Performance and Payment Bond		24
Exhibit C/Insurance and Safety Requirements		31
Exhibit D/Form of Release and Affidavit		41
Exhibit E/Form of Contractor Application for Payment		43
Exhibit F/Form of Change Order		44
Exhibit G/Payment Adjustment – Bituminous Materials		
Exhibit H/Technical Specifications		
Exhibit I/Plans and Standard Details		
Exhibit J/ LAP Agreement Required Contract Provisions		
Exhibit K/ Form FHWA-1273 Required Contract Provisions		
Exhibit L/Solicitation Documents Index		

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND F & W Construction Company, Inc. of Alabama FOR ROAD/DRAINAGE CONSTRUCTION

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida ("County"), with administrative offices at 221 South Palafox Place, Pensacola, Florida 32502, and F & W Construction Company, Inc. of Alabama, a Alabama for profit corporation ("Contractor"), FEI/EIN 63-0702929, with a principal address of 947 County Road 18, Ozark, AL 36360, and a mailing address of P.O. Box 1549, Ozark, AL 36361, relating to the Contractor's performance of all work ("Work") in connection with **LAP Bob Sikes Bridge Hurricane Sandy Repairs, P.D. 19-20.097** ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

SECTION 1. CONTRACT DOCUMENTS.

A. For the purpose of this Agreement, the "Contract Documents" shall mean this Agreement, including Amendments, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders, and the Solicitation Documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

B. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments; 2) the Exhibits described in Section 6; 3) Change Orders; 4) Work Directive Changes; 5) Field Orders; and 6) the Solicitation Documents, including addenda. In case of any inconsistency or conflict among the provisions of the Agreement, including any amendments, and any other terms and conditions of any documents comprising the remaining Contract Documents, the provisions of the Agreement and any amendments shall control. In case of any inconsistency or conflict among the provisions of **Exhibit A**, General Terms and Conditions, and **Exhibit H**, Technical Specifications, the provisions of the Technical Specifications shall control.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

D. **LAP AGREEMENT REQUIRED CONTRACT PROVISIONS.**
This Project is funded, in whole or in part, with funding provided by the Florida Department of Transportation pursuant to a Local Agency Program (LAP) Agreement (FPN #438-908-3-58-01), the terms of which are incorporated by reference herein, and is subject to the requirements set forth therein. By executing this Agreement, Contractor acknowledges it has received a copy of the LAP Agreement as part of the solicitation documents and agrees to comply with all applicable provisions of the LAP Agreement, including, but not limited to, the

provisions set forth in Exhibit J, attached hereto and incorporated herein. Contractor shall also comply with all applicable procedures, guidelines, manuals, standards, and directives as described in the FDOT Local Agency Program Manual.

E. **FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS.**
This project is funded, in whole or in part, with Federal-aid funds and is subject to the requirements of Federal Highway Administration (FHWA) revised Form FHWA-1273 "Required Contract Provisions for Federal-Aid Construction Contracts," attached hereto and incorporated herein as Exhibit K. By executing this Agreement, Contractor agrees to comply with all applicable provisions and include these requirements in all contracts with subcontractors performing work on the project.

SECTION 2. SCOPE OF WORK.
Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT.
In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor in accordance with the terms of this Agreement the following amount (herein "Contract Amount"): One Million Two Hundred Eighty-Six Thousand Two Hundred Ninety-Seven Dollars and Seventy-One Cents ($1,286,297.71).

SECTION 4. BONDS
A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B,** in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. Pursuant to Section 255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within fourteen (14) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling forty-four (44) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, One Thousand Six Hundred Ninety Dollars ($1,690.00) for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.
The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance and Safety Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Payment Adjustment - Bituminous Material

Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:
Exhibit J: LAP Agreement Required Contract Provisions
Exhibit K: Form FHWA-1278 Required Contract Provisions
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Escambia County Engineering Department
3363 West Park Place
Pensacola, FL 32505
Attention: Derek Fox

B. All correspondence with the Contractor will be addressed to the following:

F & W Construction Company, Inc. of Alabama
P.O. Box 1549
Ozark, AL 36361
Attention: Clint Smith

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION.
No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS.
Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW.
The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER.
The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT.
Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY.
Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.
The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

Witness: _____

By: Janice P. Gilley _____

County Administrator

Date: _____

CONTRACTOR:
F & W Construction Company, Inc. of Alabama, a For-Profit Corporation, authorized to do business in the State of Florida.

ATTEST:

By: _____
Secretary

(Corporate Seal)

By: _____
Clinton T. Smith

Its: Secretary and Treasurer

Date: _____

BCC Approved: _____

PD 19-20.097 Agreement Unsigned

Final Audit Report 2020-09-25

Created:	2020-09-25
By:	Jeffrey Lovingood (jdlovingood@myescambia.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyWdhYJOzFk6AAEeRYoOV38rxCeLBaeXg

"PD 19-20.097 Agreement Unsigned" History

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EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.1. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.2. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.3. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 1. INVESTIGATION AND UTILITIES

1.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole;

topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

1.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting, and protecting all Utilities at all times during the course of the Work.

Section 2. SCHEDULE

2.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

2.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 3. PROGRESS PAYMENTS

3.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.

3.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

3.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

3.4. Contractor shall submit _____ (__) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 a) <u>If the Contract Amount is $200,000.00 or less, the following shall apply</u>:
County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial

completion and approval from the Architect/Engineer.

b) If the Contract Amount is in excess of $200,000.00, the following shall apply: County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. This subsection shall not apply if the project is paid, in whole or in part, with federal funds and subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

The County shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

4.6 Monthly payments to Contractor, including the release of any portion or percentage of sums retained prior to final completion of the Project, shall in no way imply approval or acceptance of Contractor's work.

4.6 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.7 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 4. PAYMENTS WITHHELD

4.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 5. FINAL PAYMENT

5.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

5.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 6. SUBMITTALS AND SUBSTITUTIONS

6.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules, and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

6.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

6.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

6.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial

completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

6.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

6.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed, or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 7. DAILY REPORTS, AS-BUILTS, AND MEETINGS

7.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

7.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

7.1.2. Soil conditions which adversely affect the Work;

7.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

7.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

7.1.5. All equipment present at the Project site, description of equipment use, and designation of time equipment was used (specifically indicating any down time);

7.1.6. Description of Work being performed at the Project site;

7.1.7. Any unusual or special occurrences at the Project site;

7.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

7.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

7.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 8. CONTRACT TIME AND TIME EXTENSIONS

8.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

8.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

8.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

8.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

8.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

8.4.2. The weather was unusual as documented by supporting data.

8.4.3. The weather did have an adverse impact on the contractor's schedule (critical path only).

8.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 9. CHANGES IN THE WORK

9.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

9.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

9.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

9.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

9.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

9.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 10. CLAIMS AND DISPUTES

10.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

10.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

10.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 11. OTHER WORK

11.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

11.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

11.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 12. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold

harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in **Exhibit C** to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true, and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.3 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.4 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.5 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.6 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.7 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.8 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 13. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations, and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment, and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 C.F.R. 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I,

Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):
In accordance with §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 14. CLEANUP AND PROTECTIONS

14.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

14.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 15. ASSIGNMENT

15.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 16. PERMITS, LICENSES AND TAXES

16.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

16.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

16.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 17. TERMINATION FOR DEFAULT

17.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

17.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

17.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

17.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions

were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

17.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

17.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

18.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

18.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 19. COMPLETION

19.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

19.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

19.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 20. WARRANTY

20.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment, or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in

conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Warranty Period.

Section 21. PROJECT LAYOUT AND CONTROL

21.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500-foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Benchmarks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

21.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades, and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work or caused by the loss or disturbance of the Engineer's layout work.

21.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades, and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 22. TESTS AND INSPECTIONS

22.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests, or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

22.3. If any Work that is to be inspected, tested, or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has

given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation, and be replaced at Contractor's sole expense.

22.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

22.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect, and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents, and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment,

Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

23.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect, and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be

charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

27.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 28. SAFETY

28.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation, or replacement in the contract documents.

28.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules, and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs, and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

PRINCIPAL:

_____

By:_____

Name:_____

Its:_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ___ physical presence OR ___ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known ___ OR Produced Identification ____
Type of Identification Produced _____

My Commission Expires:

_____
(Signature of Notary Public State of Florida)

Name: _____
(Printed Name of Notary Public)
(AFFIX OFFICIAL SEAL)

ATTEST:

SURETY:_____

_____

_____

_____

(Business Address)

_____

(Authorized Signature)

_____

(Printed Name)

OR

_____

As Attorney in Fact (Attach Power-of-Attorney)

_____

_____

_____

(Business Address)

_____

(Printed Name)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

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Personally Known ___ OR Produced Identification ____
Type of Identification Produced _____

My Commission Expires:

_____
(Signature of Notary Public State of Florida)

Name: _____
(Printed Name of Notary Public)

(AFFIX OFFICIAL SEAL)

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address, and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called the "County") in the sum of _____ ($_____) for payment of which we bind ourselves, our heirs, our personal representatives, our successors, and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____ (hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto) for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)

_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with

the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

ATTEST:

PRINCIPAL:

_____

By:_____

Name:_____

Its:_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ___ physical presence OR ___ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known ___ OR Produced Identification ____
Type of Identification Produced _____

My Commission Expires:

_____
(Signature of Notary Public State of Florida)

Name: _____
(Printed Name of Notary Public)

(AFFIX OFFICIAL SEAL)

ATTEST:

SURETY:_____

_____

_____

_____

(Business Address)

_____

(Authorized Signature)

_____

(Printed Name)

OR

_____

As Attorney in Fact (Attach Power-of-Attorney)

_____

_____

_____

(Business Address)

_____

(Printed Name)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ___ physical presence OR ___ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known ___ OR Produced Identification ____
Type of Identification Produced _____

My Commission Expires:

_____
(Signature of Notary Public State of Florida)

Name: _____
(Printed Name of Notary Public)
(AFFIX OFFICIAL SEAL)

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract, or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract, or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract, or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County

Attention: _____
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

ENDORSEMENTS/ADDITIONAL INSURANCE

If checked below, the County requires the following endorsements or additional types of insurance.

☐ **TERMINATION/ADVERSE CHANGE ENDORSEMENT**
All of Contractor's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the Contractor's Certificate(s) of Insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change.

☐ **PROPERTY COVERAGE FOR LEASES**
The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Coverage shall also include continued full payment of rents to the County for up to one year after damage or destruction of the property

☐ **COMMERCIAL GENERAL LIABILITY COVERAGE PROJECT AGGREGATE**
Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of $_____ is required by the County for this agreement or contract.

☐ **LIQUOR LIABILITY**
In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract, or lease. If needed coverage is not included in the general/umbrella/excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability

coverage in the amount required.

❑ **OWNERS PROTECTIVE LIABILITY COVERAGE**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County.

This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

❑ **BUILDERS RISK COVERAGE**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

❑ **INSTALLATION FLOATER COVERAGE**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions, or equipment being installed, otherwise being handled, or stored on or off premises. All risks coverage is preferred.

❑ **MOTOR TRUCK CARGO COVERAGE**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

❑ **CONTRACTOR'S EQUIPMENT COVERAGE**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred.

❑ **FIDELITY/DISHONESTY COVERAGE - FOR EMPLOYER**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

❑ **FIDELITY/DISHONESTY/LIABILITY COVERAGE - FOR COUNTY**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

❑ **GARAGE LIABILITY COVERAGE**

Garage Liability insurance is to be purchased to cover the Other Party and its employees for its garage and related operations while in the care, custody, and control of the County's vehicles.

❑ **GARAGEKEEPERS COVERAGE (LEGAL LIABILITY FORM)**

Garagekeepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody, and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

❑ **GARAGEKEEPERS COVERAGE (DIRECT-EXCESS FORM)**

Garagekeepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody, and control of the Other Party. This form of coverage responds on a legal liability basis, and also without regard to legal liability on an excess basis over any other collectible insurance.

❑ **WATERCRAFT LIABILITY COVERAGE**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity.

❑ **UNITED STATES LONGSHOREMEN AND HARBORWORKERS ACT COVERAGE**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harborworkers Act Coverage for exposures, which may arise from this agreement or contract.

❑ **JONES ACT COVERAGE**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures, which may arise from this agreement or contract.

❑ **AIRCRAFT LIABILITY COVERAGE**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be $__,000,000 per occurrence, Combined Single Limit for Bodily Injury (including passenger liability) and Property Damage.

❑ **POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE**

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment, which may arise from this agreement or contract.

☐ **PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE**

Contractor shall purchase and maintain Professional Liability or malpractice or errors or omissions insurance coverage with a minimum limit of $1,000,000, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for workplace safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways, and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected, and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's

Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised, as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend, and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____
Its: President

Date: _____
[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ___ physical presence OR ___ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known ___ OR Produced Identification ____
Type of Identification Produced _____

My Commission Expires:

_____
(Signature of Notary Public State of Florida)

Name: _____
(Printed Name of Notary Public)
(AFFIX OFFICIAL SEAL)

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- **AIA DOCUMENT #G702, 1992 EDITION**
- **AIA DOCUMENT #G703, 1992 EDITION**

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement: *(Describe changes here)*

	Dollars	Time in Calendar Days
Original Contract Amount	$_____	_____
Sum of Previous Changes	$_____	_____
This Change Order	$_____	_____
Adjusted Agreement Amount	$_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.
☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

EXHIBIT G

PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa= Pb x (Id-Ib) where:

Pa= Adjusted unit price for Bituminous Material. (Calculated separately for each month during which bituminous material is used to reflect an increased or decreased price.)

Pb= Bid unit price for Bituminous Material.

Id= Asphalt Price Index during the month in which the material is incorporated into the project.

Ib= Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made. The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

EXHIBIT J
LOCAL AGENCY PROGRAM AGREEMENT
REQUIRED CONTRACT PROVISIONS

(11.) Disadvantaged Business Enterprise (DBE) Policy and Obligation.

It is the policy of the Florida Department of transportation that DBEs as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds. Contractor agrees to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, Contractor shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that DBEs have the opportunity to compete for and perform contracts. Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts entered into pursuant to this Agreement.

(12.) Compliance with Conditions and Laws.

Contractor will comply and require its subcontractors to comply with all terms and conditions of this Agreement and all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," in 49 C.F.R. Part 29 and 2 C.F.R. Part 200 as applicable.

(14.) Restrictions, Prohibitions, Controls and Labor Provisions.

During the performance of this Agreement, Contractor agrees as follows, and agrees to require its subcontractors to include in each subcontract the following provisions:

a) Contractor shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by Contractor pursuant thereto. The Contractor shall include the attached **Title VI Assurances** (included as Exhibit C to the LAP Agreement) in all subcontracts with subcontractors performing work on the project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b) Contractor will comply with the requirements as imposed by the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, governmental services, and telecommunications.

c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have

further been determined by the Florida Department of Transportation to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the County.

f) Neither Contractor nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the County or of the locality during his tenure or for two years thereafter has any interest, direct or indirect. Contractor shall insert in each subcontract entered into in connection with the project the following provision: "*No member, officer, or employee of the County or of the locality during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.*"

g) No member or delegate of Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

(15.) Indemnification and Insurance.

a) Contractor shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of the Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the performance of this Agreement.

b) In addition to any insurance coverage requirements set forth in this Agreement, Contractor shall include the Florida Department of Transportation (FDOT) as an additional insured on all liability insurance policies, and the FDOT will be designated as a certificate holder. The certificates/policies will be endorsed to provide at least thirty days' prior notice of cancellation, nonrenewal or adverse change. Certificates of Insurance reflecting the required coverage and endorsement(s) and any notices of change/cancellation will be provided to the FDOT at the following address: Florida Department of Transportation

Attn: _____

_____

_____

(17.) Miscellaneous Provisions.

a) Contractor shall be responsible for compliance with all applicable environmental regulations, for any liability arising out of non-compliance with these regulations and reimburse the County for any loss incurred in connection therewith. If Contractor enters into a contract or subcontract for amounts in excess of $150,000, any such contact must include the following provision: Contractor agrees to comply with the applicable standards, orders, or regulations pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387), and will report violations to the Federal Emergency Management Agency (FEMA) and the Regional Office of the Environmental Protection Agency (EPA).

b) Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by Contractor during the term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

c) Contractor shall comply with and require its subcontractors to comply with Section 20.055(5), Florida

Statutes, which requires every contractor and subcontractor to cooperate with state agency inspectors general in any investigation, audit, inspection, review, or hearing pursuant to this provision.

d) Pursuant to 48 C.F.R. Part 31 and 2 C.F.R. Part 200, a determination of allowable costs in accordance with the Federal cost principals will be performed for all services rendered pursuant to this Agreement.

EXHIBIT K

FEDERAL CONTRACT COMPLIANCE EXHIBIT

SECTION A

FEDERAL COMPLIANCE FORMS AND CERTIFICATIONS REQUIRED FOR BID SUBMISSION
(Total of 10 Pages)

CERTIFICATION BY CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF CONTRACTOR: **PROJECT:**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the CONTRACTOR has not filed a compliance report due under applicable instructions, such CONTRACTOR shall be required to submit a compliance report before the owners approves the subcontract or permits work to begin under the subcontract.

CONTRACTORS CERTIFICATION

NAME AND ADDRESS OF CONTRACTOR (include ZIP CODE):

1. BIDDER/CONTRACTOR has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes [ ] No [ ]

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes [ ] No [ ]

3. BIDDER/CONTRACTOR has filed all compliance reports due under applicable instructions, including SF 100. Yes [ ] No [ ]

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes [ ] No [ ]

NAME AND TITLE OF SIGNER (Please type):

BY:_____ _____
DATE

TYPE/PRINT NAME_____

CERTIFICATION OF PROPOSED CONTRACTOR REGARDING

SECTION 3 AND SEGREGATED FACILITIES

Name of Contractor _____ Project Name _____

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract.

(b) A written Section 3 plan was prepared and submitted as part of the bid proceeding (if bid equals or exceeds $10,000).

(c) No segregated facilities will be maintained.

NAME/TITLE OF SIGNER:

Signature _____ Date _____

Type/Print Name: _____

Title: _____

CONTRACTOR

SECTION 3 UTILIZATION PLAN

_____agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and business within Escambia County, Florida.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered/project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the County the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if vacancy exists.

*D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

*E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

*F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

*Loans, grants, contracts, and subsidies for less than $10,000 will be exempt.

J. To list on Table A, information related to subcontractors to be awarded.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become party to the full implementation of this program.

_____
Signature

_____ _____
Title Date

_____
Signature

_____ _____
Title Date

TABLE A

PROPOSED SUBCONTRACTORS BREAKDOWN

FOR THE PERIOD COVERING _____20__ THROUGH _____20__
(Duration of the CDBG-Assisted Project)

TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES*

_____
COMPANY DATE:_____

_____ _____
Project Name Project Number

_____ _____

Signature of EEO Officer or Designated Official:_____ _____

TABLE B

PROPOSED SUBCONTRACTOR EMPLOYMENT

JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NUMBER OF POSITIONS CURRENTLY OCCUPIED PERMANENT EMPLOYEES	NUMBER OF POSITIONS NOT CURRENTLY OCCUPIED	NUMBER OF POSITIONS TO BE FILLED WITH LOW INCOME PROJECT AREA RESIDENTS

Note: Lower income project area residents. Individuals residing within Escambia County whose family income does not exceed 80% of the median income of the State.

_____

Company

ARCHITECT, ENGINEER OR OWNER'S CERTIFICATION

COMPLIANCE WITH MINIMUM STANDARDS FOR

ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED

Project Name:

Contractor:

Location:

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project WILL BE OR HAS BEEN DEVELOPED in conformance with the minimum standards contained in the American Standard Specifications for making Buildings and Facilities Accessible to and Usable By the Physically Handicapped, Number A-117.1R-1972 (as modified by CFR 101-19.603).

Project Architect:_____

(Legal Name and Address) _____

_____

Signature: _____

_____

(Print Name)

AFFIRMATIVE ACTION PLAN

The employment policies and practices of this company are:

To recruit and to hire employees without discrimination because of race, creed, color, sex, handicapping condition, disability, or national origin, and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion, and transfer.

This company submits this Plan to assure compliance with Executive Order 11246 and/or other subsequent orders that may pertain to this program and to reaffirm its continued commitment to a program of equal employment opportunity and merit employment policies. This obligation not to discriminate in employment includes, but is not limited to: hiring, placement, upgrading, transfer, or demotion, advertising or solicitation for employment, training during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination.

Its agrees to assert leadership within the community and to put forth the maximum effort to achieve fully employment and utilization of the capabilities and productivity of all our citizens without regard to race, creed, color, sex, handicapping condition, disability, or national origin.

This company further recognizes that the effective application of a policy of merit employment involves more than just a policy statement and will, therefore, undertake a program of affirmative action to make known that equal employment opportunities are available on the basis of individual merit and to encourage all persons to seek employment with the company and to strive for advancement of this basis.

This company has appointed to below listed individual as its EEO Officer for purposes of affirmative action:

Name:_____

Address:_____

Phone: _____

_____
President/Owner

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____ Date:_____
Certifying Official

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____ _____
Name: Project Name
Title : President/Owner _____
Project Number

Firm/Agency:_____
Street Address:_____
_____
CFR 24.510 & 24 CFR, Part 24, Appendix A

Bob Sikes Bridge Hurricane Sally Repairs
SPECIFICATION PD 19-20.097

FPID: FAIN: .

TABLE OF CONTENTS

Forms marked with an asterisk "*" must be returned with the Bid.

Forms marked with a double asterisk "**" should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Public Records Exemption of Building Plans **	4
LAP Documents	5
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	31
Drug-Free Workplace Form **	33
Information Sheet for Transactions and Conveyances Corporate Identification	34
** List of General Terms and Conditions (Incorporated by Reference)	36
Special Terms and Conditions	38
Index of Documents (Incorporated by Reference and Revised as Indicated Within the Solicitation)	51
Sample Agreement	52

CR-399 (Bob Sikes Bridge 480123 & 480139) over Santa Rosa Sound Emergency Repair					
				Contractor's Name	
Bid Item No.	Description	Quantity	Unit	Unit Price	Bid Price
1	Mobilization	LS	1	$ 252,200.00	$ 252,200.00
2	Maintenance of Traffic	LS	1	$ 87,336.32	$ 87,336.32
3	Clearing and Grubbing	AC	0.64	$ 71,076.93	$ 45,489.24
4	Removal of Existing Structures/Bridges	SF	217	$ 200.00	$ 43,400.00
5	Embankment	CY	3110	$ 43.79	$ 136,186.90
6	Flowable Fill	CY	452	$ 550.00	$ 248,600.00
7	Type B Stabilization	SY	399	$ 53.56	$ 21,370.44
8	Optional Base, Base Group 01	SY	399	$ 48.68	$ 19,423.32
9	Superpave Asphalt Concrete, Traffic C, PG 76-22	TN	31.4	$ 543.33	$ 17,060.56
10	Asphalt Concrete Friction Course, Inc Bit, FC-5, PG 76-22	TN	21	$ 619.86	$ 13,017.06
11	Miscellaneous Asphalt Pavement	TN	21.2	$ 421.96	$ 8,945.55
12	Restore Spalled Areas, Portland Cement Grout	CF	10	$ 200.00	$ 2,000.00
13	Pipe Handrail - Guardrail, Aluminum	LF	8	$ 75.01	$ 600.08
14	Concrete Sidewalk and Driveways, 4" Thick	SY	239	$ 82.51	$ 19,719.89
15	Concrete Slope Pavement, Non-Reinforced, 4"	SY	1207	$ 100.02	$ 120,724.14
16	RipRap, Sand Cement	CY	203	$ 600.00	$ 121,800.00
17	Guardrail - Roadway, General/Low Speed TL-2	LF	460	$ 21.00	$ 9,660.00
18	Guardrail Removal	LF	460	$ 3.75	$ 1,725.00
19	Approach Transition Connection to Rigid Barrier, Furnish and Install, TL-2	EA	1	$ 3,900.33	$ 3,900.33
20	Guardrail End Treatment, Type CRT	EA	1	$ 3,750.32	$ 3,750.32
21	Performance Turf, Sod and Soil-Shoulder Treatment, Index 570-010	SY	1266	$ 18.00	$ 22,788.00
22	Single Sign Post, F&I Ground Mount, Up to 12 SF	AS	2	$ 600.05	$ 1,200.10
23	Single Sign Post, F&I Ground Mount, 21 to 30 SF	AS	2	$ 1,800.15	$ 3,600.30
24	Thermoplastic, Preformed, White, Message	EA	2	$ 450.04	$ 900.08
25	Thermoplastic, Standard White Arrow	EA	2	$ 450.04	$ 900.08
26	Federal Compliance/Emergency Response	LS	1	$ 80,000.00	$ 80,000.00
				Total Bid	$ 1,286,297.71

PD 19-20.097 Agreement Unsigned

Final Audit Report 2020-09-25

Created:	2020-09-25
By:	Jeffrey Lovingood (jdlovingood@myescambia.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyWdhYJOzFk6AAEeRYoOV38rxCeLBaeXg

"PD 19-20.097 Agreement Unsigned" History

Document created by Jeffrey Lovingood (jdlovingood@myescambia.com)
2020-09-25 - 7:02:35 PM GMT- IP address: 174.79.79.3

Document emailed to Clint Smith (csmith@fandwconst.com) for signature
2020-09-25 - 7:03:34 PM GMT

Email viewed by Clint Smith (csmith@fandwconst.com)
2020-09-25 - 7:04:21 PM GMT- IP address: 64.130.102.208

Document e-signed by Clint Smith (csmith@fandwconst.com)
Signature Date: 2020-09-25 - 7:07:14 PM GMT - Time Source: server- IP address: 64.130.102.208

Document emailed to Janice Gilley (janicepgilley@myescambia.com) for signature
2020-09-25 - 7:07:16 PM GMT

Email viewed by Janice Gilley (janicepgilley@myescambia.com)
2020-09-25 - 9:22:55 PM GMT- IP address: 23.103.201.254

Document e-signed by Janice Gilley (janicepgilley@myescambia.com)
Signature Date: 2020-09-25 - 9:23:17 PM GMT - Time Source: server- IP address: 174.79.79.3

Agreement completed.
2020-09-25 - 9:23:17 PM GMT

Adobe Sign

PURCHASE ORDER NO. 201815

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
425654
KISINGER CAMPO & ASSOCIATES CORP
ONE TAMPA CITY CENTER
201 N FRANKLIN ST SUITE 400
TAMPA FL 33602

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 09/29/20	BUYER: PURCHASING MANAGER	REQ. NO.: 20001769	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: BOB SIKES HURRICANE SALLY	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	LAP CR399 BOB SIKES BRIDGE OVER SANTA ROSA SOUND EMERGENCY REPAIRS BRIDGE NO. 480123 AND 480139	45924.7400	45,924.74

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330906	54615	45,924.74	BOBSIKES

PAGE TOTAL $	45,924.74
TOTAL $	45,924.74

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

2000 1769
201815

KCA | KISINGER CAMPO & ASSOCIATES

September 29, 2020

Mr. Derek Fox
Project Manager
Public Works Department
Escambia County
3363 W Park Place
Pensacola, Florida 32505

Re: CR 399/Bob Sikes Bridge over Santa Rosa Sound Emergency Repairs
Bridge Nos. 480123 & 480139

Dear Mr. Fox:

We are pleased to submit this proposal for engineering services for the above referenced project. The scope of services will consist of the design of emergency repairs to reestablish the outside roadway shoulder and open the outside approach lane for traffic for Bridge Nos. 480123 & 480139. The services will be performed in conformance with Escambia County policies and in accordance with the following:

1. PROJECT OBJECTIVES

The Consultant will design plans and specifications for bridge emergency repair work for the roadway approach and bridge of County Road 399 over Santa Rosa Sound (Bridge Nos. 480123 & 480139).

2. SPECIFIC SERVICES

The Consultant shall develop emergency repair plans for roadway reconstruction and bridge approach slab repairs. The plans will include details for removing the existing outside shoulder, re-establishing the embankment, and constructing the outside shoulder, including all signage, striping, riprap, and sod.

The Consultant shall include a note in the Plans instructing the Contractor to develop Temporary Traffic Control Plan (TTCP) for all phases of the work. Schematic MOT plans will be included for the roadway reconstruction work.

Plan quantities will be based on existing plans, inspection reports, and cursory field measurements with any necessary adjustments due to current as-built conditions to be reviewed during construction.

The Consultant will create the Specifications workbook, prepare quantities, cost estimate, construction schedule and Technical Special Provisions (TSP), as needed. Plans will be developed in AutoCAD format on 11"x17" sheets.

The Consultant will make 2 submittals, Preliminary and Final. The Preliminary submittal will provide the County and FDOT with opportunity to comment. Plans will be developed using Digital Delivery methods.

The Consultant will prepare permit forms. Submittal of permits to permitting agencies is not included under this scope.

Post Design Assistance

Items to be included in the project will consist of: attendance of the pre-construction meeting, responding to requests for information that are relayed to the Consultant through the Construction

Engineer or changes as proposed by the Contractor at the Construction Engineer's request, reviewing material requests and shop drawing submittals as requested by the County, attending on-site meetings as requested to discuss any construction issues as they relate to design, and attendance of the substantial completion on-stie meeting.

Submittals shall be reviewed and processed in accordance with the procedures outlined in the latest Structure Design Guidelines, County policies, and at the direction of the County.

3. COUNTY RESPONSIBILITIES

The County shall provide copies of recent bridge inspection reports, bridge plans, or any other pertinent or more recent information at the Consultant's request. In addition, the County shall provide access to the site for the Consultant as required. This includes supplying a boat and driver as needed for quantity and repairs verification.

4. LIMITATIONS

A detailed bridge inspection is not included in this scope of services. As such, existing inspection reports and existing plans will be the source for quantification. Cost estimates will be based upon this data and may require adjustment during construction.

Utility coordination is not included under this scope. It is assumed utility coordination will be handled by the County.

5. BEGINNING AND LENGTH OF SERVICES

The above outlined services shall begin upon the receipt of the Notice to Proceed from the County. Final plans and specifications will be delivered in accordance with the County's production schedule.

6. COMPENSATION

Compensation for the above services shall be a lump sum amount of $45,924.74 for the Consultant's work.

Sincerely,

Patrick D. Mulhearn, P.E.
Project Manager

KISINGER CAMPO & ASSOCIATES CORP.
ESCAMBIA COUNTY
BOB SIKES BRIDGE
HURRICANE SALLY 2020 - EMERGENCY REPAIRS FOR APPROACH ROADWAY

9/29/2020

SUMMARY FEE SHEET

ACTIVITY	Chief Engineer 2		Project Manager		Senior Engineer 2		Senior Engineer 1		Engineer 2		Engineer 1		Engineering Intern		Senior Engineering Technician		Senior Environmental Specialist		Total Activity Fee	Manhrs By Activity
	Man-Hours	Hourly Rate $80.75	Man-Hours	Hourly Rate $60.60	Man-Hours	Hourly Rate $73.03	Man-Hours	Hourly Rate $68.25	Man-Hours	Hourly Rate $55.50	Man-Hours	Hourly Rate $41.32	Man-Hours	Hourly Rate $32.68	Man-Hours	Hourly Rate $34.60	Man-Hours	Hourly Rate $42.00		
Key Sheet					8	$584.24													$584.24	8.0
Signature Sheet													2	$65.36					$65.36	2.0
Summary of Quantities	2	$161.50	4	$242.40									6	$196.08	2	$69.20			$669.18	14.0
General Notes			2	$121.20	2	$146.06							2	$65.36	6	$207.60			$540.22	12.0
Plan And Elevation							2	$136.50					2	$65.36	8	$276.80			$478.66	12.0
Embankment Details	2	$161.50	6	$438.18			2	$136.50					4	$130.72	8	$276.80			$1,143.70	22.0
Typical Section					4	$292.12									4	$138.40			$430.52	8.0
Roadway Plan	4	$323.00			8	$584.24	4	$273.00					2	$65.36	6	$207.60			$1,453.20	24.0
Pavement Design	2	$161.50			2	$146.06													$307.56	4.0
Temporary Traffic Control (TTC) notes	2	$161.50			2	$146.06									4	$138.40			$445.96	8.0
TTC Typical Sections	2	$161.50			2	$146.06									4	$138.40			$445.96	8.0
TTC Advance warning scheme					4	$292.12									4	$138.40			$430.52	8.0
TTC Plan detail					4	$292.12							4	$130.72	4	$138.40			$561.24	12.0
Miscellaneous Details			2	$121.20			2	$136.50					8	$261.44	16	$553.60			$1,072.74	28.0
Permitting Assistance																	24	$1,008.00	$1,008.00	24.0
Specifications			8	$484.80					8	$444.00									$928.80	16.0
Cost Estimate			2	$121.20	4	$292.12							8	$261.44					$674.76	14.0
Post Design Services	2	$161.50	24	$1,454.40							2	$82.64	8	$261.44					$1,959.98	36.0
SUBTOTAL	16	$1,292.00	48	$2,983.38	40	$2,921.20	10	$682.50	8	$444.00	2	$82.64	46	$1,503.28	66	$2,285.60	24	$1,008.00	$13,200.60	260.0
Quality Control	8	$646.00																	$646.00	8.0
Project Management			8	$484.80															$484.80	8.0
TOTALS	24	$1,938.00	56	$3,468.18	40	$ 2,921.20	10	$ 682.50	8	$ 444.00	2	$ 82.64	46	$ 1,503.28	66	$ 2,283.60	24	$ 1,008.00	$14,331.40	276.0

FP No. _____

Contract No. _____

F.A.P. No.: N/A

Project Name: _____

TOTAL CONTRACT FEE COMPUTATIONS

KCA Activities Fees		=	$14,331.40
(a) Overhead Activities:			
Admin., General, & Fringe Combined @	174.65%	=	$ 25,029.79
SUBTOTAL (Salary & Overhead)		=	$39,361.19
(b) Lump Sum for Operating Margin @	31.5%	=	$ 4,514.39
SUBTOTAL (Salary Related Costs)		=	$43,875.58
(c) Direct (Out of Pocket) Expenses (LS)	14.24%	=	$ 2,040.79
(d) Facilities Capital Cost of Money (FCCM) @	0.060%	=	$ 8.60
SUBTOTAL (Cost Elements applied to Basic Activities)		=	$45,924.97
			Multiplier: 3.2045
SUBCONSULTANTS:			
(e) Subconsultant Services:		=	$ -
TOTAL AMOUNT		=	$45,924.74

KISINGER CAMPO & ASSOCIATES CORP.
ESCAMBIA COUNTY
BOB SIKES BRIDGE
HURRICANE SALLY 2020 - EMERGENCY REPAIRS FOR APPROACH ROADWAY

9/29/2020

SUMMARY FEE SHEET

ACTIVITY	Chief Engineer 2		Project Manager		Senior Engineer 2		Senior Engineer 1		Engineer 2		Engineer 1		Engineering Intern		Senior Engineering Technician		Senior Environmental Specialist		Total Activity Fee	Manhrs By Activity
	Man-Hours	Hourly Rate $258.76	Man-Hours	Hourly Rate $194.19	Man-Hours	Hourly Rate $234.02	Man-Hours	Hourly Rate $218.71	Man-Hours	Hourly Rate $177.85	Man-Hours	Hourly Rate $132.41	Man-Hours	Hourly Rate $104.72	Man-Hours	Hourly Rate $110.88	Man-Hours	Hourly Rate $134.59		
Key Sheet					8	$1,872.16													$1,872.16	8.0
Signature Sheet													2	$209.44					$209.44	2.0
Summary of Quantities	2	$517.52	4	$776.76									6	$628.32	2	$221.76			$2,144.36	14.0
General Notes			2	$388.38	2	$468.04							2	$209.44	6	$665.28			$1,731.14	12.0
Plan And Elevation							2	$437.42					2	$209.44	8	$887.04			$1,533.90	12.0
Embankment Details	2	$517.52	6	$1,404.12			2	$437.42					4	$418.88	8	$887.04			$3,664.98	22.0
Typical Section					4	$936.08									4	$443.52			$1,379.60	8.0
Roadway Plan	4	$1,035.04			8	$1,872.16	4	$874.84					2	$209.44	6	$665.28			$4,656.76	24.0
Pavement Design	2	$517.52			2	$468.04													$985.56	4.0
Temporary Traffic Control (TTC) notes	2	$517.52			2	$468.04									4	$443.52			$1,429.08	8.0
TTC Typical Sections	2	$517.52			2	$468.04									4	$443.52			$1,429.08	8.0
TTC Advance warning scheme					4	$936.08									4	$443.52			$1,379.60	8.0
TTC Plan detail					4	$936.08							4	$418.88	4	$443.52			$1,798.48	12.0
Miscellaneous Details			2	$388.38			2	$437.42					8	$837.76	16	$1,774.08			$3,437.64	28.0
Permitting Assistance																	24	$3,230.16	$3,230.16	24.0
Specifications			8	$1,553.52					8	$1,422.80									$2,976.32	16.0
Cost Estimate			2	$388.38	4	$936.08							8	$837.76					$2,162.22	14.0
Post Design Services	2	$517.52	24	$4,660.56							2	$264.82	8	$837.76					$6,280.66	36.0
SUBTOTAL	16	$4,140.16	48	$9,560.10	40	$9,360.80	10	$2,187.10	8	$1,422.80	2	$264.82	46	$4,817.12	66	$7,318.08	24	$3,230.16	$42,301.14	260.0
Quality Control	8	$2,070.08																	$2,070.08	8.0
Project Management			8	$1,553.52															$1,553.52	8.0
TOTALS	24	$6,210.24	56	$11,113.62	40	$ 9,360.80	10	$ 2,187.10	8	$ 1,422.80	2	$ 264.82	46	$ 4,817.12	66	$ 7,318.08	24	$ 3,230.16	$45,924.74	276.0

FP No. _____

Contract No. _____

F.A.P. No.: N/A

Project Name: _____

TOTAL CONTRACT FEE COMPUTATIONS

KCA Activities Fees		=	$45,924.74
(a) Overhead Activities:			
Admin., General, & Fringe Combined @	0.00%	=	$ -
SUBTOTAL (Salary & Overhead)		=	$45,924.74
(b) Lump Sum for Operating Margin @	0.0%	=	$ -
SUBTOTAL (Salary Related Costs)		=	$45,924.74
(c) Direct (Out of Pocket) Expenses (LS)	0.00%	=	$ -
(d) Facilities Capital Cost of Money (FCCM) @	0.000%	=	$ -
			Multiplier:
SUBTOTAL (Cost Elements applied to Basic Activities)		=	$45,924.74 1.0000
SUBCONSULTANTS:			
(e) Subconsultant Services:		=	$ -
TOTAL AMOUNT		=	$45,924.74

Robin F. Lambert

From:	Liz Bush
Sent:	Tuesday, September 29, 2020 9:50 AM
To:	Robin F. Lambert
Subject:	FW: [EXTERNAL]RE: [EXTERNAL]RE: Design Services for CR-399 Emergency Repair
Attachments:	RE: [EXTERNAL]RE: Design Services for CR-399 Emergency Repair

FYI...

From: Liz Bush
Sent: Tuesday, September 29, 2020 9:48 AM
To: James B. Walters <jbwalters@myescambia.com>
Cc: Paul Nobles (prnobles@myescambia.com) <prnobles@myescambia.com>; Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com>; James E. Duncan <JEDUNCAN@myescambia.com>; BCC Engineering_Robert M. McCracken <rmmccracken@myescambia.com>; Derek Fox <dfox@myescambia.com>; Joy Jones <DJJONES@myescambia.com>
Subject: FW: [EXTERNAL]RE: [EXTERNAL]RE: Design Services for CR-399 Emergency Repair

James,

FHWA has approved moving forward with the design services for the emergency repair of CR-399.

Please process the contract ASAP so we can get a PO issued.

Please let me know if you have any questions.

Liz

From: Castells, Dustin <Dustin.Castells@dot.state.fl.us>
Sent: Tuesday, September 29, 2020 9:44 AM
To: Liz Bush <mebush@myescambia.com>
Subject: [EXTERNAL]RE: [EXTERNAL]RE: Design Services for CR-399 Emergency Repair

WARNING! This email originated from an outside network. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Please see attached. Approved. Keep this e-mail for your records.

Dustin Castells
Florida Department of Transportation
District 3 Local Programs Administrator
1074 Highway 90 East
Chipley, Florida 32428
Phone (850) 330-1227
e-mail dustin.castells@dot.state.fl.us
Click here for: Local Programs| LAP Manual | LAPIT Login
LAP Forms | State Program Forms | File Transfer

From: Liz Bush <mebush@myescambia.com>
Sent: Monday, September 28, 2020 10:17 AM
To: Castells, Dustin <Dustin.Castells@dot.state.fl.us>
Subject: RE: [EXTERNAL]RE: Design Services for CR-399 Emergency Repair

1) Advertised on Thursday at 3pm, closed on Friday at 3pm.
2) Yes
3) KCA

From: Castells, Dustin <Dustin.Castells@dot.state.fl.us>
Sent: Monday, September 28, 2020 9:38 AM
To: Liz Bush <mebush@myescambia.com>
Subject: [EXTERNAL]RE: Design Services for CR-399 Emergency Repair

WARNING! This email originated from an outside network. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hey Liz,

Quick question(s):

1) How long was the advertisement open?
2) Any FDOT prequalification?
3) Who was the firm that responded?

Dustin Castells
Florida Department of Transportation
District 3 Local Programs Administrator
1074 Highway 90 East
Chipley, Florida 32428
Phone (850) 330-1227
e-mail dustin.castells@dot.state.fl.us
Click here for: Local Programs| LAP Manual | LAPIT Login
LAP Forms | State Program Forms | File Transfer

From: Liz Bush <mebush@myescambia.com>
Sent: Monday, September 28, 2020 9:19 AM
To: Castells, Dustin <Dustin.Castells@dot.state.fl.us>
Subject: Design Services for CR-399 Emergency Repair

EXTERNAL SENDER: Use caution with links and attachments.

Dustin,

We advertised to 68 firms through Government Forms the design services for CR-399 Emergency Repair and only one firm responded. Purchasing is wanting conformation that we can continue.

Thanks

Elizabeth Bush

Construction Manager
Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida. 32505
mebush@myescambia.com
Wk: (850) 595-3450
Cell: (850) 554-3063

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.
Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Robin F. Lambert

From: McKechnie, John (FHWA) <john.mckechnie@dot.gov>
Sent: Tuesday, September 29, 2020 9:37 AM
To: Castells, Dustin
Subject: RE: [EXTERNAL]RE: Design Services for CR-399 Emergency Repair

Dustin,

FHWA approves moving forward

Very Respectfully,
John McKechnie
District Transportation Engineer
Federal Highway Administration
Florida Division
3500 Financial Plaza Suite 400
Tallahassee, FL 32312
(O) (850) 553-2236
Email: john.mckechnie@dot.gov

From: Castells, Dustin [mailto:Dustin.Castells@dot.state.fl.us]
Sent: Monday, September 28, 2020 11:27 AM
To: McKechnie, John (FHWA) <john.mckechnie@dot.gov>
Subject: FW: [EXTERNAL]RE: Design Services for CR-399 Emergency Repair

CAUTION: This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hey John,

Please see below. Do you approve allowing them to move forward? The County reached out to 68 firms and only received one response. The firm is FDOT prequalified and the same firm the performed the ER bridge inspection report for FDOT after the storm.

Thanks!

Dustin Castells
Florida Department of Transportation
District 3 Local Programs Administrator
1074 Highway 90 East
Chipley, Florida 32428
Phone (850) 330-1227
e-mail dustin.castells@dot.state.fl.us
Click here for: Local Programs | LAP Manual | LAPIT Login
LAP Forms | State Program Forms | File Transfer

From: Liz Bush <mebush@myescambia.com>
Sent: Monday, September 28, 2020 9:19 AM
To: Castells, Dustin <Dustin.Castells@dot.state.fl.us>
Subject: Design Services for CR-399 Emergency Repair

EXTERNAL SENDER: Use caution with links and attachments.

Dustin,

We advertised to 68 firms through Government Forms the design services for CR-399 Emergency Repair and only one firm responded. Purchasing is wanting conformation that we can continue.

Thanks

Elizabeth Bush

Construction Manager
Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida. 32505
mebush@myescambia.com
Wk: (850) 595-3450
Cell: (850) 554-3063

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.
Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

PURCHASE ORDER NO. 210037

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
165044
PRO CONSTRUCTION LLC
DBA COMPLETE DKI
511 WYNNEHURST ST
PENSACOLA FL 32505

SHIP TO
FACILITIES MAINTENANCE
SEE BELOW

ATTN: DANYA CLAPP 595-3190

ORDER DATE: 10/02/20	BUYER: JEFFREY LOVINGOOD	REQ. NO.: 21000064	REQ. DATE: 09/28/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.: SALLY - FEMA 4564 DR	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	COMPLETE DKI SELECTED DUE TO AGREEMENT PD 14-15.058. GSA EMERGENCY MITIGATION SERVICES FOR VARIOUS BUILDINGS - SEE ATTACHED QUOTES - NTE AMOUNT	85000.0000	85,000.00
02	1.00	LOT	SHEETROCK REPLACEMENT AND REPAIRS AT JUDICIAL 2ND FL JURY ASSEMBLY - NTE AMOUNT	13000.0000	13,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330902	54601	85,000.00	SALLY20
02	330904	54601	13,000.00	SALLY20

PAGE TOTAL $	98,000.00
TOTAL $	98,000.00

APPROVED BY Debbie Bowen

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

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21003?

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

12. Continued…

C. Authorizing the Chairman to sign the required documents related to the donation.

For Information: Commissioner Underhill disclosed that his son is a student at Booker T. Washington High School, in the Marine Science Academy, and will be using this equipment.

13. Northwest Florida Estuaries and Watersheds Project

Motion made by Commissioner Underhill, seconded by Commissioner Robertson, and carried 4-0, with Commissioner Robinson absent, adopting, and authorizing the Chairman to sign, the Resolution *(R2015-83)* expressing support for the Northwest Florida Estuaries and Watersheds Project that will establish Estuary Programs for the comprehensive management, restoration, and protection of seven Northwest Florida Estuaries, including Perdido, Pensacola, Choctawhatchee, St. Andrew, Apalachicola, Ochlockonee, and St. Marks.

For Information: County Attorney Rogers read a statement by Commissioner Grover C. Robinson, IV, requesting support from the Board for this agenda item.

II. BUDGET/FINANCE CONSENT AGENDA

1-35. Approval of Various Consent Agenda Items

Motion made by Commissioner May, seconded by Commissioner Robertson, and carried 4-0, with Commissioner Robinson absent, approving Consent Agenda Items 1 through 35, as follows, with the exception of Item 26, which was held for a separate vote:

1. Taking the following action concerning the Interlocal Agreement with Escambia County relating to designating an alternate facility during emergency:

A. Approving the *Interlocal Agreement between Escambia County, Florida and the State of Florida, First Judicial Circuit Court Administration Relating to the Designation of an Alternate Facility, the Pensacola Bay Center, for Court Proceedings*; and

B. Authorizing the County Administrator to sign the Interlocal Agreement.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

20. Adopting the Resolution *(R2015-85)* approving Supplemental Budget Amendment #166, Local Option Sales Tax Fund (352), in the amount of $200,000, to recognize proceeds from a Florida Department of Transportation Joint Participation Agreement and to appropriate these funds for the repair of potholes in approximately 48 different locations by milling and resurfacing on State Road 30 (US 98) Navy Boulevard, from State Road 295 (New Warrington Road) to the Bayou Chico Bridge.

21. Adopting the Resolution *(R2015-86)* approving Supplemental Budget Amendment #169, Other Grants and Projects (110), in the amount of $5,604, to recognize unexpended Grant proceeds from previous years from the U.S. Department of Housing and Urban Development and to appropriate these funds for the Emergency Solutions Program.

22. Awarding Contract PD 14-15.058, "Remediation and Property Restoration Services for Escambia County, Florida," to the following firms, and approving, and authorizing the Chairman to sign, the Agreements between Escambia County and the following firms, listed in order of priority for contacting the firm(s) immediately following emergencies (Funding: fund determination will be made by the Board of Commissioners at the time of the emergency purchase):

    A. ServiceMaster Recovery Management;

    B. Belfor USA Group, Inc.; and

    C. Complete DKI.

21000064
210037

AGREEMENT BETWEEN COMPLETE DKI AND ESCAMBIA COUNTY

THIS AGREEMENT is made this 25th day of June, 2015 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") and Complete DKI (hereinafter referred to as "Vendor").

WITNESSETH:

WHEREAS, Escambia County and the Gulf Coast have experienced several devastating hurricanes and other natural and man-made emergencies; and

WHEREAS, the Escambia County Board of County Commissioners seeks to protect the welfare of the citizens of Escambia County by restoring services and providing emergency assistance immediately following an emergency; and

WHEREAS, Cities, Counties and States all across the Gulf Coast and the Country are preparing for emergencies, putting a strain on available resources; and

WHEREAS, vendors of essential supplies and services are willing to enter into agreements with Escambia County so that those supplies will be available to the citizens immediately following an emergency.

NOW THEREFORE, the parties hereto mutually covenant one with the other as follows:

At all times throughout this agreement, "Emergency" shall, for the purposes of this agreement, be defined as a natural or man-made occurrence such as a substantial segment of the Citizens of the County are impacted by a loss of services, supplies and/or infrastructure as to pose a risk to the health, safety and welfare of the County. Such State of Emergency shall be declared by the Emergency Operations Chief, County Administrator, Board of County Commissioners or their designee.

I. STATEMENT OF WORK

In the event of a State of National, Local or State Emergency, where such products and/or services available from the vendor are required, Vendor agrees to make available to the County at a minimum those products and/or services as specified in **Exhibit A**. Vendor understands that this commitment shall be on an as-needed basis by the County, and the County shall be entitled to rely upon this commitment for all planning and emergency response purposes. Vendor intends to be bound by this agreement and finds sufficient consideration in the promise of the County to provide a purchase contract for goods and/or services received as a result of this agreement. Procurement procedures shall be in accordance with BCC's procurement guidelines when purchasing necessary items for the administration of this contract.

Vendor understands that time is of the essence in the delivery of the products and/or services, and any and all agreements between the County and Vendor are based on

the committed products and/or services being delivered to the County within 24 hours of the request by the County, unless another time frame is reached by mutual agreement of the parties.

Vendor shall provide a contact number, so that at any time immediately prior to or during the emergency, the Emergency Operations Chief, County Administrator or their designee can advise Vendor of the need for Vendor's service or product, and establish quantity, time and place of delivery.

The BCC shall provide a contract for such products and/or services and establish time and method of payment satisfactory to both parties.

II. MODIFICATION

This contract may only be modified by written agreement executed by all parties hereto.

III. PROVISION AGAINST ASSIGNMENT

Neither this contract nor the services hereunder provided for may be assigned, or subcontracted by Vendor without the prior written consent of the County.

IV. TERMINATION FOR CONVENIENCE

Either party may terminate this contract for convenience by giving the other 30 days written notice prior to the effective date of termination. The termination notice must be in writing and signed by the authorized agent of the terminating party.

V. NOTICE AND CONTACT

The name and address of the manager responsible for Vendor for this contract is:

Complete DKI
Attn: Shaun Carpenter
511 Wynnehurst Street
Pensacola, Florida 32503
(850) 225-5354

The name and address of the manager responsible for BCC for this contract is:

Jack R. Brown
County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

VI. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Name: Steven Barry
Title: Chairman
Date: 9/15/2015

ATTEST: Pam Childers
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS * SEAL * ESCAMBIA CO., FL

COMPLETE DKI

By: _____
Name: Shaun Carpentier
Title: ~~Owner~~ President
Date: 9/2/15

Approved as to form and legal sufficiency.

By/Title: _____
Date: 9/22/15

BBC Approved 06-25-2015

This proposal is in response to PD 14-15.058 for Remediation and Property Restoration Services. Escambia County. FL

It is presented by
Pro Construction L.L.C. DBA Complete DKI.
Located at 511 Wynnehurst St. Pensacola. FL 32503
Contact
Shaun Carpentier
President of Complete DKI
Phone – 850-225-5354 ext 4 or 850-346-0320
Email – shaun@completedki.com
Mailing Address 511 - Wynnehurst St. Pensacola. FL 32503

Complete DKI is capably and willing to provide the stand by status requested in this RFP and the emergency services when needed as requested in the RFP.

The additional requested information follows this Cover letter.

Thank You.

Shaun Carpentier
President
Complete DKI
850-346-0320
http://www.completedki.com

EXHIBIT
tabbies
A

511 Wynnehurst Rd. Pensacola, FL 32503
Tax ID 371527394

COMPLETE DKI

CODE RED

Exhibit A

2015 Time & Material Price List

Presented to

Escambia County

January 29, 2015

EXHIBIT

tabbies

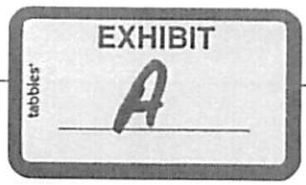
A

COMPLETE DKI

CODE RED

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of Contractor or temporary hires directly by Contractor or secured through a labor service. These are the classifications that may apply during the course of a project. However, it should be noted that not every position will be required on every job. Appropriate staff levels will be determined for each individual job. The personnel will be charged at the classification that they are qualified for and performing.

1. LABOR CLASSIFICATION - STANDARD HOURLY RATE	UOM	2014 DKI FLAT RATE
1a. PRODUCTION		
Executive/Senior Project Manager	HOUR	$ 135.00
DKI Commercial Manager	HOUR	$ 125.00
Blood Borne Pathogen Technician (includes PPE)	HOUR	$ 125.00
Project Manager	HOUR	$ 95.00
Assistant Project Manager	HOUR	$ 70.00
Carpenter (Mitigation Only)	HOUR	$ 65.00
Mitigation Restoration Supervisor	HOUR	$ 60.00
Drying/Dehumidification Technician	HOUR	$ 48.00
Microbial and Hazardous Waste Technician (Skilled/Certified Technician)	HOUR	$ 55.00
Mitigation Restoration Technician (Skilled/Certified Technician)	HOUR	$ 45.00
General Labor (Unskilled Technician)	HOUR	$ 32.00
1b. ACCOUNTING		
Project Accountant	HOUR	$ 84.00
Senior Billing Administrator	HOUR	$ 60.00
Clerk of the Works/Project Auditor	HOUR	$ 55.00
Accounting Package (laptop, printer, and misc. supplies)	EA/DAY	$ 32.00
Administrator / Clerical Support	HOUR	$ 42.00
1c. SUPPORT		
Project Technical Consultants	HOUR	$90 - $300
Health & Safety Officer	HOUR	$ 75.00
CDL / Equipment Operator/Fuel Technician	HOUR	$ 65.00
Estimator	HOUR	$ 65.00
Quality Assurance Manager	HOUR	$ 65.00
Logistics Support	HOUR	$ 55.00
Management Fee of Client's Labor	HOUR	$ 3.00



Initial _____

OTHER LABOR PROVISIONS:

1. Standard Hours- All labor rates above are for "Standard Hours". For the purpose of this Rate Schedule. "Standard Hours" shall be defined as all hours up to 40 hours per week, with the week starting on the first day of the response, exclusive of the following Contractor holidays: New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day.

2. Non-Standard Hours- For purposes of this Rate Schedule "Non-Standard Hours" are defined as all hours worked after 40 hours that work week. Labor performed during Non-Standard Hours will be billed at one and one-half (1.5) times the rate schedule above. In the event Contractor is required to pay double time for any work performed by all classifications, pursuant to state or federal law or the terms of any collective bargaining agreement, the rates for such labor hours shall be 2.0 times the rates schedule above. Holidays are charged at two times (2.0) the rate schedule amounts.

3. Bio-Hazard Damage – Restoration from bio-hazard damage will be charged at two (2.0) times the standard rate schedule (detailed above) for all services performed. Pre-restoration mobilization of personnel and equipment and post-restoration decontamination and demobilization will be at normal standard or non-standard rates.

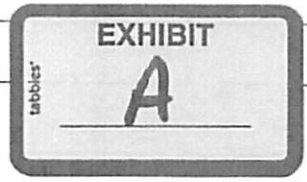
4. Stand By Charges: When circumstances beyond our control require DKICS franchise to stand-by, a minimum charge of six (6) hours, at applicable rate charges shall be charged. Per diem and lodging shall be charged under the same circumstance.

5. Resource Management Fees: A resource management fee will be charged by DKICS franchise for the management of client's labor force or temporary labor force at a rate of three dollars ($3.00) per hour per man.

6. Mobilization & De-Mobilization Time: Mobilization/De-Mobilization Time is defined as large scale Mobilization/De-Mobilization operations where many activities transpire to move resources to a location or event area. This is for preparing equipment and supplies to be delivered to the loss-site.

7. Legal Rates – These rates and provisions are predicated upon Contractor standard wage rates and overtime compensation practices. To the extent the work under a particular contract is subject to Federal and State minimum wage and hour laws or collective bargaining agreements which modify Contractor standard rates and practices, adjustments shall be made to the hourly rates and other labor provisions stated above.

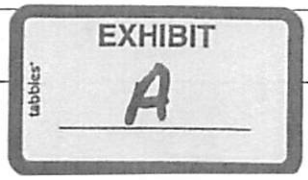
2. EQUIPMENT 2a. DRYING AND DEHUMIDIFICATION	UOM	2014 DKI FLAT RATE
Air Conditioner - 1-2 Ton Portable	DAY	$ 165.00
Air Conditioner - 10-12 Ton	DAY	$ 750.00
Air Conditioner - 15 Ton	DAY	$ 800.00
Air Conditioner - 20 Ton Unit	DAY	$ 850.00
Air Conditioner - 20-25 Ton	DAY	$ 900.00
Air Conditioner - 25 Ton Unit	DAY	$ 950.00
Air Conditioner - 30 Ton Unit	DAY	$ 1,050.00
Air Conditioner - 30-35 Ton	DAY	$ 1,100.00
Air Conditioner - 40 Ton	DAY	$ 1,200.00
Air Scrubber – («1000 CFM)	DAY	$ 85.00
Air Scrubber – (1001-1400 CFM)	DAY	$ 125.00
Air Scrubber – (1401-2200 CFM)	DAY	$ 135.00
Air Scrubber - Guardian	DAY	$ 175.00
Borescope (Access to concealed areas)	DAY	$ 90.00
Dehumidifiers Desiccant – 120 CFM – No monitoring	DAY	$ 125.00
Dehumidifiers Desiccant – 325 CFM – No monitoring	DAY	$ 250.00
Dehumidifiers Desiccant – 700 -1000 CFM – No monitoring	DAY	$ 350.00
Dehumidifiers Desiccant – 1000-2000 CFM – No monitoring	DAY	$ 795.00
Dehumidifiers Desiccant – 2000-2500 CFM– No monitoring	DAY	$ 1,295.00
Dehumidifiers Desiccant – 2800-3500 CFM – No monitoring	DAY	$ 1,395.00
Dehumidifiers Desiccant – 4000-5000 CFM – No monitoring	DAY	$ 1,495.00
Dehumidifiers Desiccant – 5200-6000 CFM – No monitoring	DAY	$ 1,695.00
Dehumidifiers Desiccant – 9000-10000 CFM – No monitoring	DAY	$ 2,395.00
Dehumidifiers Refrigerant– (LGR) Large (150 CFM) – No monitoring	DAY	$ 105.00
Dehumidifiers Refrigerant (LGR) X-Large (250 CFM) – No monitoring	DAY	$ 130.00
Dehumidifiers Refrigerant (LGR) XX-Large (500 CFM) – No monitoring	DAY	$ 210.00
Heat Trailer - 150,000-200,000 btu (does not include accessories or fuel)	DAY	$ 975.00
Heat Trailer - 200,000-300,000 btu (does not include accessories or fuel)	DAY	$ 1,275.00
Heat Trailer - 300,000-450,000 btu (does not include accessories or fuel)	DAY	$ 1,495.00
Fan – Air Mover	DAY	$ 28.00
Fan – Axial	DAY	$ 35.00
Fan - Hurricane 24"	DAY	$ 65.00
Fan - Hurricane 36"	DAY	$ 85.00
Ozone generator/Odorox Hydroxyl Unit – DAY, per day	DAY	$ 175.00
Hard Flex Duct 14" – 18" diameter – per 25' section	DAY	$ 26.00
Hard Flex Duct 20" – 24" diameter – per 25' section	DAY	$ 30.00
Hard Flex Duct up to 12" diameter – per 25' section	DAY	$ 25.00
Heater, Propane/Torpedo/Mushroom	DAY	$ 55.50
HOBO Recording Units	DAY	$ 3.00
Injectidry Floor Unit (up to 5 panels)	DAY	$ 275.00
Injectidry Power Add-On Kit	DAY	$ 50.00
Injectidry Wall Unit	DAY	$ 180.00
Insulation Machine	DAY	$ 75.00
Lay Flat Ducting -24" – 36" (Disposable)	FOOT	$ 1.75
Lay Flat Ducting Up To 24" (Disposable)	FOOT	$ 1.50
Manometer	DAY	$ 82.50
Moisture Mapping Kit – meters, case, documents (excludes thermal imaging)	DAY	$ 60.00
Oven, Convection Drying (ULT)	DAY	$ 436.50



2a. EQUIPMENT – DRYING AND DEHUMIDIFICATION (Continued)	UOM	2014 DKI FLAT RATE
Oven, Vacuum Drying	DAY	$ 623.00
Portable Flood Extractor	DAY	$ 125.00
Power Washer – 2500 - 3000 PSI – Hot water (portable)	DAY	$ 155.00
Power Washer – 2500 – 3000 PSI (portable)	DAY	$ 75.00
Power Washer – 4500 PSI trailer mounted	DAY	$ 540.00
Pump 1" Electrical	DAY	$ 65.00
Pump 2" Electrical	DAY	$ 85.00
Pump 2"-4" Gas	DAY	$ 145.00
Pump 3" Electrical	DAY	$ 95.00
Pump 5"-6" Gas	DAY	$ 185.00
Pump 7"-8" Gas	DAY	$ 295.00
Pump 8"+ Gas	DAY	$ 375.00
2" Discharge Hose – 50'	DAY	$ 15.00
Additional Hose 25'	DAY	$ 25.00
Thermal Imaging Camera	DAY	$ 180.00
Truck-Mounted Extraction Unit	DAY	$ 525.00
Wall Drying Unit – Ducted (Direct-in)	DAY	$ 85.00
Water Diversion System - Tiger Dam, per 50' section	EACH	$ 275.00
Zipwall® Barrier System , per bag (polyethylene charged separately)	DAY	$ 33.00

2b. EQUIPMENT – GENERATORS	UOM	2014 DKI FLAT RATE
Generator – < 10kw	DAY	$ 132.00
Generator – 25kw	DAY	$ 408.00
Generator – 30kw-48kw	DAY	$ 612.00
Generator – 50kw-75kw	DAY	$ 792.00
Generator – 80kw – 100kw	DAY	$ 972.00
Generator – 125kw – 175kw	DAY	$ 1,224.00
Generator – 200kw – 225kw	DAY	$ 1,296.00
Generator – 250kw	DAY	$ 1,380.00
Generator – 300kw – 375kw	DAY	$ 1,440.00
Generator – 400kw – 475kw	DAY	$ 1,968.00
Generator – 500kw	DAY	$ 2,496.00
Generator – 750kw	DAY	$ 3,840.00
Generator – 1000kw	DAY	$ 4,512.00
240 HR Generator Service Fee	EACH	$ 500.00

2c. EQUIPMENT – ELECTRICAL	UOM	2014 DKI FLAT RATE
100 Amp Panel/Service Box	DAY	$ 100.00
200 Amp Panel/Service Box	DAY	$ 200.00
400 Amp Panel/Service Box	DAY	$ 400.00
600 Amp Panel/Service Box	DAY	$ 600.00
Cable, Cam Loc – 100'	DAY	$ 54.00
Cable, Cam Loc – 50'	DAY	$ 30.00
Cable, Spider Box 50amp Twist Lock< Cable- 50'	DAY	$ 36.00
Cord Ramp	DAY	$ 12.00
Downline Extension Cable 100'	DAY	$ 50.00

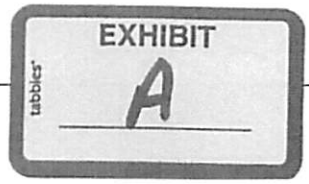


2c. EQUIPMENT – ELECTRICAL (Continued)	UOM	2014 DKI FLAT RATE
Downline Extension Cable 50'	DAY	$ 30.00
Downline – Includes 3 20amp Boxes	DAY	$ 85.00
Extension Cord – 50' (Heavy Duty)	DAY	$ 6.00
Extension Cord – 50' Medium Duty	DAY	$ 2.00
Feeder Set 2/0 – Includes 5 Cables	DAY	$ 45.00
Feeder Set 4/0 – Includes 5 Cables	DAY	$ 60.00
Light Portable Stand	DAY	$ 32.00
Light Stringer	DAY	$ 18.00
Light Tower	DAY	$ 350.00
Lights – Demolition – 50' Standard String	DAY	$ 20.00
Pig Tail, Cam Lock (Setup To 5)	DAY	$ 34.00
Pig Tail/Stove Adapter 50amp	DAY	$ 9.50
Power Set 2/0 – Includes 5 Cables	DAY	$ 60.00
Power Set 4/0 – Includes 5 Cables	DAY	$ 85.00
Quad Box – 20'	DAY	$ 65.00
Quad Box – 30'	DAY	$ 85.00
Quad Box String 10'	DAY	$ 45.00
Quad Box String Extension Cable – 50'	DAY	$ 30.00
Spider Box 50 amp	DAY	$ 50.00
Tool Set – Electrical/Electronics/Mechanic	DAY	$ 48.00
Transformer – 150 kVA	DAY	$ 230.00
Transformer – 75 kVA – 100kVA	DAY	$ 190.00
Wobble Light	DAY	$ 24.00
Work Lights/TriPod	DAY	$ 18.00

2d. EQUIPMENT – MISCELLANEOUS	UOM	2014 DKI FLAT RATE
Air Compressor	DAY	$ 30.00
Air Duct - Compressor	DAY	$ 180.00
Air Duct - Portable Electric Cleaning System	DAY	$ 675.00
Air Duct - Portable Gas Cleaning System	DAY	$ 775.00
Air Duct - Sweeper	DAY	$ 55.00
Barricade Fencing, 100 feet	100 ft/wk	$ 37.00
Biomist Power Sanitizing System (Consumables charged separately)	DAY	$ 350.00
Blower - Backpack	DAY	$ 40.00
Carpet/Upholstery - Portable Cleaning System	DAY	$ 150.00
Carpet Protector Roller	DAY	$ 24.00
Cart – Demolition/Cleaning	DAY	$ 20.00
Cart - Tilt Truck	DAY	$ 25.00
Chain Saw	DAY	$ 35.00
Dolly – Wheelbarrow	DAY	$ 7.80
Floor Cleaning System (walk behind)	DAY	$ 237.00
Floor Scraper - Air - Electric	DAY	$ 45.00
Foamer - Foam It	DAY	$ 65.00
Fogger – Electric – each, per day	DAY	$ 30.00
Fogger – Thermal (gas powered) – each, per day	DAY	$ 150.00
Fuel Cell 100 – 300 Gallon – Empty	DAY	$ 138.00
Fuel Cell 400 – 700 Gallon – Empty	DAY	$ 265.00

EXHIBIT tabbies A

2d. EQUIPMENT – MISCELLANEOUS (Continued)	UOM	2014 DKI FLAT RATE
Gas Meter	DAY	$ 132.00
Hand Washing Station	DAY	$ 90.00
HVAC Video Camera	DAY	$ 150.00
HVAC Video Camera Tape	DAY	$ 90.00
KETT Saw	DAY	$ 75.00
Ladder – Step / Extension – each, per day (up to 30')	DAY	$ 15.00
Mechanical Gang Box (Heavy tools)	DAY	$ 37.00
Mop Bucket with Wringer	DAY	$ 6.00
Moving Blanket	EACH	$ 3.84
Outdoor Canopy Tent	DAY	$ 50.00
Pallet Jack	DAY	$ 42.00
Pump-up sprayer – each, per day	DAY	$ 12.00
Remote Monitoring Sensors	DAY	$ 55.00
Rotary Floor Scrubber	DAY	$ 75.00
Scaffolding - Large set, per section	DAY	$ 56.00
Scaffolding - Small set, per section	DAY	$ 28.00
Scaffolding, Baker	DAY	$ 35.00
Scissor Lift - 20'+	DAY	$ 330.00
Scissor Lift - up to 20'	DAY	$ 270.00
SkyTrak	DAY	$ 540.00
SkyTrak Bucket	DAY	$ 114.00
SkyTrak Forks	DAY	$ 150.00
SkyTrak Man Basket	DAY	$ 168.00
Sprayer – Industrial airless – each, per day+A53	DAY	$ 120.00
Steam Cleaner	DAY	$ 243.00
Trash Containers – 30 – 45 gallon – each, per day	DAY	$ 6.00
Tool set – Demolition (Standard electrical tools for crew leader)	DAY	$ 40.00
Ultrasonic Bath, Portable	DAY	$ 324.50
Vacuum, HEPA – 5 – 25 Gallon	DAY	$ 48.00
Vacuum, HEPA – 55 gallon – each, per day	DAY	$ 225.00
Vacuum, HEPA .– back pack – each, per day	DAY	$ 65.00
Vacuum, Shop– each, per day	DAY	$ 25.00
Vacuum, Upright – each, per day	DAY	$ 15.00



COMPLETE DKI

CODE RED

	UOM	2014 DKI FLAT RATE
3. VEHICLES		
3a. Owned		
10' – 18' – Utility – Enclosed	DAY	$ 60.00
20' – 30' – Utility – Enclosed	DAY	$ 78.00
32' – 40' – Utility – Enclosed	DAY	$ 90.00
45' – 48' – Semi Trailer – Curtain Side	DAY	$ 150.00
45' – 48' – Semi Trailer – Drop Deck	DAY	$ 150.00
45' – 48' – Semi Trailer – Flat Bed	DAY	$ 126.00
45' – 53' – Semi Trailer – Enclosed	DAY	$ 162.00
Semi Tractor (single rear axle)	DAY	$ 295.00
Semi Tractor (double rear axle)	DAY	$ 354.00
16' – Fuel pump – Tank/Pump (empty)	DAY	$ 222.00
32' – Fuel Tanker (empty)	DAY	$ 360.00
48' – 53' – Water Tanker (empty)	DAY	$ 354.00
Spill Truck	HOUR	$ 240.00
22' – Hydraulic auto lowering equipment trailer	DAY	$ 150.00
28' – 32' – Flatbed / Hydraulic tail	DAY	$ 102.00
45' – 48' – Vehicle Transport Trailer	DAY	$ 330.00
Trailer Dolly	DAY	$ 45.00
Box Truck – 16' – 20'	DAY	$ 185.00
Box Truck – 22' – 26' with lift gate	DAY	$ 245.00
Mobile Job Site Unit	DAY	$ 400.00
Mobile Kitchen Unit	DAY	$ 300.00
Mobile Lodging Unit	DAY	$ 540.00
Vehicle - Mobile Command Center (MCC) 32' or greater	DAY	$ 675.00
Van – ¾ Ton	DAY	$ 100.00
Van – 1 Ton	DAY	$ 110.00
Car	DAY	$ 60.00
SUV – Medium	DAY	$ 102.00
SUV – Small	DAY	$ 90.00
SUV – Large	DAY	$ 114.00
Pickup – ½ Ton	DAY	$ 66.00
Pickup – ¾ Ton	DAY	$ 75.00
Pickup – ¾ Ton to 1 Ton Dually	DAY	$ 105.00
Reefer Unit	Day + Fuel	$ 540.00
Bus – 16 Passenger	DAY	$ 210.00
Golf Cart	DAY	$ 90.00
3b. VEHICLES - MILEAGE CHARGE		
Car – per mile charge	MI	$ 0.66
SUV – Small – per mile charge	MI	$ 0.66
SUV – Medium – per mile charge	MI	$ 0.75
SUV – Large – per mile charge	MI	$ 0.78
Pickup – ½ Ton– per mile charge	MI	$ 0.66
Pickup – ¾ Ton – per mile charge	MI	$ 0.78
Pickup – ¾ Ton to 1 Ton dually – per mile charge	MI	$ 1.02
Semi Tractor (single rear axle) – per mile charge	MI	$ 2.30
Semi Tractor (double rear axle) – per mile charge	MI	$ 3.50
Box Truck – 16' – 20' – per mile charge	MI	$ 1.26
Box Truck – 22' – 26' with lift gate – per mile charge	MI	$ 1.50
Mobile Lodging Unit – per mile charge	MI	$ 1.44
Bus – 16 passenger – per mile charge	MI	$ 1.50
Van – ¾ Ton – per mile charge	MI	$ 1.02
Van – 1 Ton – per mile charge	MI	$ 1.02

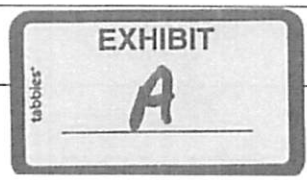
EXHIBIT A

Initial _____

4. COMMUNICATIONS	UOM	2014 DKI FLAT RATE
Portable Satellite Phone – (Airtime will be charged separately)	DAY	$ 50.00
Communications - Radio Device Fee, Per Crew	DAY	$ 25.00
Communications - Satellite System Fee	DAY	$ 175.00
Radio, 2 Way - Job Site Communications (minimum qty-2)	DAY	$ 12.00

5. SAFETY EQUIPMENT		
Fire Extinguisher	DAY	$ 18.00
First Aid Kit / Safety Station	EACH	$ 135.00
Gloves – Cotton	PAIR	$ 2.00
Gloves – Latex	BOX	$ 38.00
Gloves – Leather	PAIR	$ 6.50
Gloves – Rubber	PAIR	$ 4.50
Hand Sanitizer – Spray Bottle	EACH	$ 7.00
Hard Hat	EACH	$ 7.50
PFP – Personal Fall Protection (Harness, 5' life line)	EACH	$ 42.00
PPE – Personal Protection Equipment (Hard hat, Goggles, Gloves, Uniforms)	EACH	$ 30.00
Protective Suites (PolyPro - Tyvek)	EACH	$ 12.00
Protective Suits (Saranex Chemical)	EACH	$ 31.00
PRP – Personal Respiratory Equipment (no filters)	EACH	$ 35.00
Respirator – N95 – each (20 per box)	EACH	$ 37.50
Safety Glasses	EACH	$ 5.00
Shoe Covering/Booties	BOX	$ 25.00

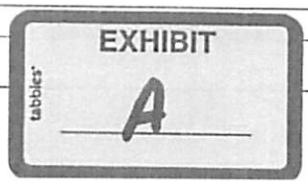
6. CONSUMABLES	UOM	2014 DKI FLAT RATE
5 Gallon Buckets	EACH	$ 6.50
Adhesive Remover	CAN	$ 7.00
All Natural Citrus Solvent Cleaner	GALLON	$ 34.00
All Purpose Cleaner	GALLON	$ 10.50
All Purpose Spotter	GALLON	$ 22.50
Antimicrobial – Microban Or Equivalent	GALLON	$ 38.50
Antimicrobial "Green" Botanical Disinfectant – Benefect Or Equivalent RTU	GALLON	$ 54.00
Bad Air Sponge	EACH	$ 15.00
Bag – Contractor – 3 Mil Trash Bags Heavy Duty 30x60 (50/Roll)	ROLL	$ 25.00
Bag – Contractor – Large 6 Mil Trash Bags Heavy Duty 36x60 (50/Roll)	ROLL	$ 95.00
Bag – Hepa Vacuum	CS	$ 21.00
Bags, Insulation Machine	EACH	$ 31.00
Biocides / Disinfectants	GALLON	$ 42.00
Blades - KETT Saw, Tungsten Carbide	EACH	$ 50.89
Blades - Reciprocating/Circular Saw	EACH	$ 3.75
Blades, Demo (Saw, Grinder Wheels, Etc.)	EACH	$ 18.50
Board-up bolts incl. washers and nuts, per set of 4 each	SET	$ 9.25
Boots, Chemical Pvc	PER PAIR	$ 45.50
Boots/Rubber	PER PAIR	$ 18.50
Brush, Scrub (Long Handle)	EACH	$ 11.50
Brushes, Wire (Large)	EACH	$ 7.00
Brushes, Wire (Small)	EACH	$ 5.00
Cable Ties - 10" - Pack Of 50	Pack	$ 17.25
Cable Ties - 14" - Pack Of 50	Pack	$ 22.18
Cable Ties - 24" - Pack Of 50	Pack	$ 26.46
Cable Ties - 36" - Pack Of 50	Pack	$ 32.45
Carpet Cleaning Solution	GALLON	$ 21.06
Carpet Deodorizer	GALLON	$ 15.00
Carpet Protector - 200' Roll/Rubber Or Vinyl	ROLL	$ 346.40
Carpet Rinse & Neutralizer	GALLON	$ 18.50
Carpet Shield Protection	ROLL	$ 81.50
Cartridge, Msa Combination	EACH	$ 16.50
Ceiling Poly Clips	EACH	$ 6.00
CHEM Safe (5 Gallon Bucket)	EACH	$ 290.00
Chemical - Anti-Microbial Encapsulate - Foster 40/50™ Or Like	GALLON	$ 52.00
Chemical - Biomist™ Carbon Dioxide Refill	EACH	$ 138.36
Chemical - Biomist™ Sanitizer	BOTTLE	$ 18.25
Chemical - Bleach	GALLON	$ 12.35
Chemical - Deodorizer	GALLON	$ 18.97
Chemical - Glass Cleaner	GALLON	$ 11.98
Chemical - Unsoot Encapsulate	GALLON	$ 52.92
Citrus Cleaner	GALLON	$ 12.25
Coc Crystals	GALLON	$ 60.00
Concentrated Odor Counteractant & Smoke Eliminator	GALLON	$ 165.36
Corrosion Control Oil	GALLON	$ 48.00
Corrugated Paper	ROLL	$ 125.10
Cotton Cleaning Towels (Per Pound)	POUND	$ 14.00
Degreaser / Cleaner	GALLON	$ 46.50



6. CONSUMABLES (Continued)	UOM	2014 DKI FLAT RATE
Deodorizer (5 Gallons)	EA	$ 68.00
Disinfectant Wipes	CONTAINER	$ 12.48
Door Stops	EACH	$ 4.00
D-Ring	EACH	$ 8.50
Drum Liners	EACH	$ 20.00
Duct, Lay Flat (500') with hog, rings	ROLL	$ 467.50
Ec 12 Electronics Cleaner	GALLON	$ 30.00
Encapsulate, Antifungicidal	GALLON	$ 82.00
Extra Duty Cleaner Degreaser	GALLON	$ 17.00
Fabric Protector	GALLON	$ 40.00
Fasteners, Misc/Lock & Hasp	EACH	$ 40.00
Fiberboard Flooring	ROLL	$ 86.40
Filter - 8x10x1 Pleated	EACH	$ 8.50
Filter - 12x12x1 Pleated	EACH	$ 8.75
Filter - 12x20x1 Pleated	EACH	$ 11.75
Filter - 16x20x2 Pleated	EACH	$ 12.75
Filter - 20x20x2 Pleated	EACH	$ 13.75
Filter - 24x24x2 Pleated	EACH	$ 14.75
Filter - Charcoal, Air Scrubber	EACH	$ 32.50
Filter – HEPA (Scrubber / Vacuum)	EACH	$ 290.00
Filter – HEPA Charcoal (Scrubber)	EACH	$ 116.40
Filter – HEPA Scrubber NAM Primary	EACH	$ 12.30
Filter – HEPA Scrubber NAM Secondary	EACH	$ 12.30
Filter – Refrigerant DH Primary	EACH	$ 8.00
Filter – Refrigerant DH Secondary	EACH	$ 17.70
Floor Buffer Pad	EACH	$ 12.50
Floor Dry (40#)	BAG	$ 15.50
Floor Sweep	BOX	$ 95.00
Foam Scrubbing Pads	PACK	$ 51.50
Fogging Solution	GALLON	$ 75.00
Fragile Stickers	ROLL	$ 38.40
Furniture Blocks	BOX	$ 86.00
Furniture Pads 4"X4" (1000/Box)	BOX	$ 17.95
Furniture Polish	CAN	$ 10.20
Furniture Sliders	Set of 4	$ 23.98
Furring Strips	EACH	$ 0.77
Grinder Wheel - Wire	EACH	$ 28.50
Hepa / Small Particulate Collection Bags	EACH	$ 18.00
Hip Waders	DAY	$ 34.80
Liquid Laundry Detergent	GALLON	$ 17.50
Lock Box	EACH	$ 45.50
Lumber - 1x4x8	EACH	$ 6.25
Lumber - 2x4x8	EACH	$ 9.09
Lumber - Plywood	EACH	$ 32.50
Mop And Handle	EACH	$ 16.25
Mop Heads	EACH	$ 6.00
Mop Heads – Rayon	EACH	$ 8.50

EXHIBIT tabbies A

6. CONSUMABLES (Continued)	UOM	2014 DKI FLAT RATE
Odor Gel Bucket/Block, 4lb	EACH	$ 56.86
Odor Neutralizer Block	EACH	$ 6.00
Oil Preserver	GALLON	$ 46.50
Packing – Boxes – Book	BOX	$ 1.50
Packing – Boxes – Dish Pack	BOX	$ 5.45
Packing – Boxes – File	BOX	$ 4.65
Packing – Boxes – Large	BOX	$ 3.00
Packing – Boxes – Medium	BOX	$ 2.35
Packing – Boxes – Mirror	BOX	$ 4.25
Packing – Boxes – Small	BOX	$ 1.70
Packing – Boxes – Wardrobe	BOX	$ 11.95
Packing – Bubble Wrap (1/2 x12 by 125)	ROLL	$ 28.00
Packing – Packing Peanuts	PER CU. FT	$ 7.95
Packing – Paper	PACK	$ 9.95
Packing Labels	EACH	$ 0.90
Paper Sheeting 36x24	BOX	$ 140.00
Paper Towels	CASE	$ 48.30
Peel & Stick Zipper	EACH	$ 16.00
Plastic Sheeting, 1.5 mil (20 x 200)	ROLL	$ 81.90
Plastic Sheeting, 3.0 mil (20x100)	ROLL	$ 81.90
Plastic Sheeting, 4.0 mil (20x100)	ROLL	$ 96.25
Plastic Sheeting, 6.0 mil (20x100)	ROLL	$ 105.25
Plywood – 4 x 8 x ½ sheet	EACH	$ 25.00
Rags	BOX	$ 48.00
Red Resin Paper (200 ft roll)	ROLL	$ 24.50
Respirator - Carbon Cartridge	EACH	$ 31.50
Respirator - Cartridge	EACH	$ 11.50
Respirator - HEPA Cartridge	EACH	$ 25.00
Respirator - Organix Vapor Cartridge	EACH	$ 51.80
Respirator - PAPR cartridge	EACH	$ 25.00
Respirator, HEPA + Particulate Replacement Filter	EACH	$ 36.00
Saws-All Blade, Combo	DOZ	$ 18.00
Saws-All Blade, Metal	DOZ	$ 18.00
Saws-All Blade, Wood	DOZ	$ 17.00
Shrink Wrap	ROLL	$ 57.60
Soda, Soda Blaster Material	BAG	$ 35.00
SOS Scrubber Sponge (8 Each/Pack)	PACK	$ 15.00
Sponge (For Sponge Jet)	BAG	$ 46.50
Sponge, Particulate Removal (1.5" X3"X6")	EACH	$ 4.00
Sponge, Particulate Removal (3/4" X3"X6")	EACH	$ 2.00
Spray Foam	CAN	$ 10.75
Spray On Adhesive	CAN	$ 5.49
Stainless Steel Polish	CAN	$ 9.95
Steamat-A-Fog	GALLON	$ 42.00
Steel Wool	EACH	$ 7.14
Stretch Wrap, Clear, Up To 18" Wide	ROLL	$ 40.00
Tape – Caution	ROLL	$ 32.00
Tape - Double-Sided	ROLL	$ 11.41



6. CONSUMABLES (Continued)	UOM	2014 DKI FLAT RATE
Tape – Duct	ROLL	$ 11.50
Tape – Packing	ROLL	$ 7.75
Tape – Painters	ROLL	$ 9.50
Tape, Clean Room	ROLL	$ 24.50
Tape, Dr. Shrink™ Preservation, Up To 6"	ROLL	$ 32.00
Taping - Blue Remediation	ROLL	$ 7.95
Tapping Tees / Reversers (setup to 5)	DAY	$ 21.00
Tarps	SF	$ 0.45
Thinner, Paint/Mineral Spirits	GALLON	$ 22.50
Through Bolts	EACH	$ 6.00
Towels, Disposable Heavy Duty	CASE	$ 35.00
Twine	BOX	$ 44.50
Walk Off Mats Per Pad Of 30 Sheets	PAD	$ 55.00
Wood Restoration Cleaner (32oz)	EACH	$ 29.64

ADDITIONAL PROVISIONS

1. All above equipment rates shall apply to all equipment regardless of ownership and/or re-rented by DKICS franchises. The equipment rental period is charged from the date installed through the date returned regardless of use. In certain events, Generators/Electrical Equipment, stated above may require a Pre-Rental Fee (equipment rented prior to loss) and be charged by DKICS franchises. During certain events, all generators will require a minimum of (7) seven day rental period. Specialty equipment that is not on the list and is rented will be charged at cost plus. This includes all cost associated with the rental of the equipment.

2. **Consumables and Materials:** Any product consumed and/or purchased that is not expressly listed on the consumable portion of the price list will be charged to the client at cost plus 20% contractor markup.

3. **Taxes, Permits and Fees:** The rates contained in this Schedule are exclusive of all federal, state and local taxes, and associated permits or fees. Those Taxes, Permit costs and Fees shall be billed by the DKICS franchise to the customer, and shall be compensated for all such costs on the basis of actual costs incurred for such items plus 20% contractor mark-up. If the customer is Tax Exempt, it must make the company aware of this exemption, and provide the company with copies of all such supporting Tax Exempt status. Any Tax, Permit or Fee incurred by the company prior to such notification of a Tax Exempt status, shall be reimbursed to the DKICS franchise by the customer.

4. **Subcontracted Services, including Freight & Transportation:** Subcontracted Services, with the exception of labor services, are those outside services provided within the scope of the project, and incurred by the DKICS franchise in its execution of the project. Such expenses shall be billed to the customer at the amount billed by the Subcontractor, plus 20% contractor markup.

5. **Travel and Lodging:** DKICS franchises shall be compensated for its costs incurred for travel and lodging. Such costs shall be documented and shall be billed to the Client at the invoiced amount plus twenty percent (20%). Meal Per Diem will be $40.00 per person per day, plus twenty percent (20%). DKICS franchises may provide supplemental food and water, in addition to meal per diem, when local resources are unavailable. Such supplemental food and water shall be documented and shall be billed to the Client at the invoiced amount plus twenty percent (20%). Food may be supplied to all employees regardless of distance traveled to assist in efficiencies and timeliness of the loss. In certain events, temporary lodging facility/"man-camps" may be required and such lodging facility/"man-camps" shall be billed to the Client at the amount billed to DKICS franchise, plus ten percent (10%). DKICS franchise owned lodging trailers shall be billed to the Client based on rates included in this Rate Schedule. Outsourced lodging trailers shall be billed to the Client at the amount billed to DKICS, plus ten twenty percent (20%). Per Diem and lodging should only be charged for those employees that have traveled further then 100 miles to the loss site.

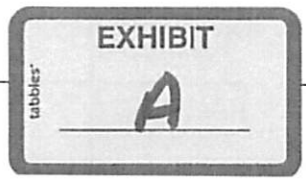
6. **Fuel and Delivery:** Any equipment requiring fuel (diesel/propane/natural gas/gasoline/etc.) and the delivery of said fuel shall be billed to the client at invoiced amount, plus 20% contractor mark up. In the event the DKICS franchise supplies its own fuel same local rates and mark ups apply.

7. **Documentation of Charges:** DKICS franchise will provide itemized summaries and/or receipts as documentation of charges under this Rate Schedule. All charges will be itemized on forms used by DKICS and Client agrees to pay from said forms.

8. **Small Tools and Miscellaneous Consumables:** Small tools include, but not limited to, the following: hammer, screw driver, pry bar, utility knife and other small hand tools. Miscellaneous consumables include items that are not scheduled on the rate sheet and retail for less than $5.00. Such items include, but not limited to, the following: razor blades, drill bits, alcohol wipes, moisture meter needles and other miscellaneous consumables necessary to complete the project. Above mentioned items will be charged a onetime fee, at a rate of 3% of labor that utilizes these types of tools.

PRICE CHANGES: We reserve the right to change prices and add items to this schedule upon written notice.

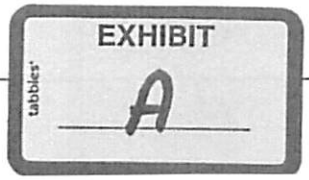
Note: All above items are subject and pursuant to state labor laws. These rates exclude prevailing wage laws.



Additional Items

Below are some of the specific provisions for Escambia County. Some of the items are already address above. Those items may be repeated or expanded upon below for further clarity. Some items may be only addressed below.

1. Operating area is considered a 100 mile radius from the office address.
    a. No mobilization, travel, per diem, or lodging fees will be charge for employees stationed within the operating area. This includes hired employees.
    b. If employees, equipment, supplies, temporary labor, and other resources are required from outside of the operating area the above fees may be applied, if documented.
2. Meals and drinks provided to employees during a shift will be charged at cost plus twenty percent (20%). This is done to facility better performance, efficiency, and timeliness.
3. Equipment charges start when equipment is operational, unless delays are based on client's request. If specific equipment is requested to be put on standby by the client, charges start on the date requested.
4. Profit & Overhead is to be applied to specialty subcontracted services.
    a. Venders in same field are to be billed at rates outlined in the Price List.
    b. Materials and equipment not outlined in this Price list is to be cost plus twenty percent (20%).
    c. Estimate from vendors must be submitted detailing work performed and how cost was derived.
5. Equipment is the responsibility of the contractor and vendors on the loss.
    a. Insurance on rented equipment will not be charged when equipment is billed as a specific line item.
    b. Insurance and associated fees will be passed on and billed at cost plus twenty percent (20%) when the equipment is being bill as cost plus twenty percent (20%).
6. First 40 hours of work are considered regular hours. Over time at a rate of 1.5 is billed after 40 in a week.
7. Full decontamination of equipment is to only be charged on asbestos abatement, mold remediation, and Cat 3 losses. With other losses the cleaning will only be limited to surface wiping of equipment during removal and the replacement of filters under consumables.
8. Temporary labor is to be billed as general labor.
9. Labor is billed based on the qualifications of the employee and the tasked they are performing at that time.
10. Small tools are only to be charged to those classifications that would be utilizing the tools. Small tools include, but not limited to, the following: hammer, screw driver, pry bar, utility knife and other small hand tools. Miscellaneous consumables include items that are not scheduled on the rate sheet and retail for less than $5.00. Such items include, but not limited to, the following: razor blades, drill bits, alcohol wipes, moisture meter needles and other miscellaneous consumables necessary to complete the project. Above mentioned items will be charged a onetime fee, at a rate of 3% of labor that utilizes these types of tools.
11. Specialized in-house labor will be billed at industry standard for that task.
12. Travel will be billed at standard rates only. Travel will not be billed for those involved in non-loss related activates such as flying to the loss, but those involved in loss related actives such as bringing equipment and supplies will be billed.
13. PPE is to be billed based on the specific line item needed.



14. Consumable items are to only be billed when used. Items that are used for the entire loss or multiple days will only be charged once. If replenishment of the items are needed it will be billed only when replaced.
15. If equipment is to be needed for an extended period of time the specific rental cost and auxiliary cost will be negotiated as needed. If equipment is being used during the course of the job it will be billed at daily rates.

EXHIBIT
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Initial _____

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Complete DKI

511 Wynnehurst Ave
Pensacola, FL. 32503
Phone: 850-225-5354
Tax ID: 37 152 7394

Client:	Escambia County Juducial Courthouse	Home:	(850) 554-2740
Property:	190 W Government St. Pensacola, FL 32501		
Operator:	LEE.WILL		
Estimator:	Lee Williams	Cellular:	(850) 712-0676
Company:	Complete DKI	E-mail:	lee.williams@completedki.com
Business:	511 Wynnehurst St. Pensacola, FL 32503		

Type of Estimate:	Hurricane		
Date Entered:	10/1/2020	Date Assigned:	9/16/2020
Price List:	CFLPE8X_SEP20		
Labor Efficiency:	Restoration/Service/Remodel		
Estimate:	20-01180-RECON_ESCAM		

This estimate is a lumpsum estimate, prepared on insurance industry specific estimating software that conforms to insurance industry standards that may differ from standard construction industry contracts and procedures. Each line item has a price that may not indicate the true cost of that line item. The individual line item prices are updated monthly and are not our specific prices. The methods of production may vary from the line item description based on the actual needs of the job. The total cost for the work is based on the lumpsum price at the end of the estimate. This includes the mark up for 10% overhead and 10% profit and any of the estimated sales taxes for the materials purchased.
Any change to this original estimate including but not limited to material upgrades, code requirements, scheduling constraints, and hidden or unforeseen damages will be included in a separate estimate unless otherwise noted. All additions to the scope must be in writing, verbal agreements will not be accepted.
This estimate is based on the scope of work that has been presented to us and was visible at the time of inspection. This estimate is not based on the actual insurance policy or coverage. All statements and decisions of coverage are to be made by the insurance company and it appropriate representatives.

Complete DKI

511 Wynnehurst Ave
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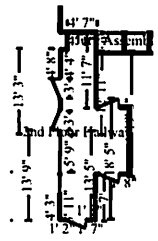
Tax ID: 37 152 7394

20-01180-RECON_ESCAM

Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Tandem axle dump trailer - per load - including dump fees	1.00 EA	185.18	0.00	0.00	37.04	222.22
2. Commercial Supervision / Project Management - per hour	10.61 HR	0.00	69.64	0.00	147.78	886.66
Please reference the Xactware White Paper on Overhead and Profit under "Job Related Overhead" for clarification. A breakout of specific tasks that a CDKI Project Manager performs and as outlined within the Xactimate line item. 1. Coordinate, schedule and manage subcontractors and field staff 2. Determining material selections with customer, ordering/purchasing of materials and expediting the pickup or delivery of materials 3. Site inspections and quality control 4. Permitting, plan review, posting permits, scheduling permit inspections 5. Communication, follow up with customers throughout the entire job process 6. Completing paperwork, documentation and entering dates as required by carriers and TPA's. Amount of hours is based off a percentage of the total job hours. 12% is what CDKI has found to be an average. However accounting documentation can be provided for the exact hours and to be charged for at the end of the project.						
3. Drywall Installer / Finisher - per hour	4.00 HR	0.00	130.31	0.00	104.24	625.48
Item is for lost production for Drywaller working a large commercial project. Item is calculated using 5% of total labor hours.						
4. Painter - per hour	5.40 HR	0.00	71.46	0.00	77.18	463.06
Item is for lost production for Painter working a large commercial project. Item is calculated using 5% of total labor hours.						
5. General Laborer - per hour	4.00 HR	0.00	36.20	0.00	28.96	173.76
Item is for materials handling on large commercial project						
6. Cleaning Technician - per hour	2.00 HR	0.00	39.45	7.10	15.78	101.78
Item is for final cleaning of large commercial project.						
7. Content Manipulation charge - per hour	4.00 HR	0.00	36.20	0.00	28.96	173.76
Item is to remove and reset contents						
8. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	0.00	0.00	0.00	0.00	0.00
Item is OPEN for permitting						
Total: Main Level				7.10	439.94	2,646.72



2nd Floor Hallway **Height: 9'**

697.30 SF Walls	193.18 SF Ceiling
890.48 SF Walls & Ceiling	193.18 SF Floor
21.46 SY Flooring	77.48 LF Floor Perimeter
77.48 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL

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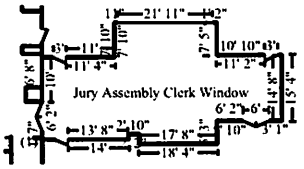
CONTINUED - 2nd Floor Hallway

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
----------SET-UP----------						
9. Floor protection - self-adhesive plastic film	193.18 SF	0.00	0.61	1.88	23.94	143.66
10. Dust control barrier per square foot	32.00 SF	0.67	0.00	0.17	4.32	25.93
----------CEILING----------						
----------WALLS----------						
----------DOORS AND WINDOWS----------						
----------FLOORS----------						
----------MISC----------						
11. Final cleaning - construction - Commercial	193.18 SF	0.00	0.19	3.30	7.34	47.34
Totals: 2nd Floor Hallway				5.35	35.60	216.93



Jury Assembly Clerk Window **Height: 8'**

1,336.00 SF Walls	1,154.55 SF Ceiling
2,490.55 SF Walls & Ceiling	1,154.55 SF Floor
128.28 SY Flooring	167.00 LF Floor Perimeter
167.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
----------SET-UP----------						
12. Mask wall - plastic, paper, tape (per LF)	83.50 LF	0.00	1.76	1.63	29.72	178.31
13. Mask and prep for paint - plastic, paper, tape (per LF)	167.00 LF	0.00	1.33	3.26	45.08	270.45
----------CEILING----------						
----------WALLS----------						
14. Batt insulation - 4" - R15 - paper / foil faced	93.16 SF	0.00	1.07	5.17	20.98	125.83
15. 5/8" drywall - hung, taped, ready for texture	93.16 SF	0.00	2.70	3.49	51.00	306.02
16. Tape joint for new to existing drywall - per LF	46.58 LF	0.00	11.53	1.12	107.64	645.83
17. Seal the surface area w/PVA primer - one coat	93.16 SF	0.00	0.57	0.42	10.70	64.22
18. Paint the walls - two coats	1,336.00 SF	0.00	0.96	25.05	261.54	1,569.15

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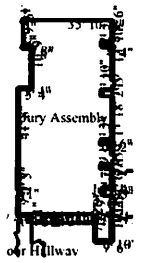
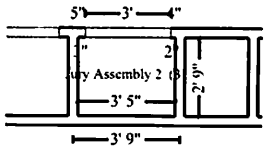
CONTINUED - Jury Assembly Clerk Window

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
19. Outlet or switch - Detach & reset	4.00 EA	0.00	17.34	0.00	13.88	83.24
----------DOORS AND WINDOWS----------						
----------FLOORS----------						
20. Cove base molding - rubber or vinyl, 4" high	83.50 LF	0.00	1.93	7.33	33.70	202.19
----------MISC----------						
21. Final cleaning - construction - Commercial	1,154.55 SF	0.00	0.19	19.74	43.88	282.98
Totals: Jury Assembly Clerk Window				67.21	618.12	3,728.22



Jury Assembly **Height: 9'**

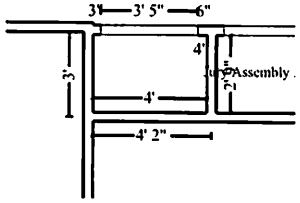
2,674.47 SF Walls	2,937.35 SF Ceiling
5,611.82 SF Walls & Ceiling	2,937.35 SF Floor
326.37 SY Flooring	291.76 LF Floor Perimeter
312.60 LF Ceil. Perimeter	



Subroom: Jury Assembly 2 (3) **Height: 9'**

90.89 SF Walls	9.38 SF Ceiling
100.27 SF Walls & Ceiling	9.38 SF Floor
1.04 SY Flooring	9.32 LF Floor Perimeter
12.32 LF Ceil. Perimeter	

Missing Wall - Goes to Floor **3' X 6' 8"** **Opens into ROOM8**



Subroom: Room6 (2) **Height: 9'**

98.83 SF Walls	11.02 SF Ceiling
109.85 SF Walls & Ceiling	11.02 SF Floor
1.22 SY Flooring	10.10 LF Floor Perimeter
13.51 LF Ceil. Perimeter	

Missing Wall - Goes to Floor **3' 5" X 6' 8"** **Opens into ROOM8**

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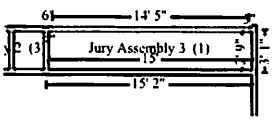
CONTINUED - Jury Assembly

Subroom: Jury Assembly 3 (1) **Height: 9'**



222.99 SF Walls	41.19 SF Ceiling
264.18 SF Walls & Ceiling	41.19 SF Floor
4.58 SY Flooring	21.04 LF Floor Perimeter
35.46 LF Ceil. Perimeter	

Missing Wall - Goes to Floor **14' 5" X 6' 8"** **Opens into ROOM8**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
----------SET-UP----------						
22. Mask wall - plastic, paper, tape (per LF)	93.47 LF	0.00	1.76	1.82	33.26	199.59
23. Mask and prep for paint - plastic, paper, tape (per LF)	373.88 LF	0.00	1.33	7.29	100.92	605.47
----------CEILING----------						
----------WALLS----------						
24. Batt insulation - 4" - R15 - paper / foil faced	52.34 SF	0.00	1.07	2.90	11.78	70.68
25. 5/8" drywall - hung, taped, ready for texture	53.34 SF	0.00	2.70	2.00	29.20	175.22
26. Tape joint for new to existing drywall - per LF	26.17 LF	0.00	11.53	0.63	60.46	362.83
27. Seal the surface area w/PVA primer - one coat	52.34 SF	0.00	0.57	0.24	6.00	36.07
28. Paint the walls - two coats	3,087.18 SF	0.00	0.96	57.89	604.32	3,625.90
29. Outlet or switch - Detach & reset	3.00 EA	0.00	17.34	0.00	10.40	62.42
----------DOORS AND WINDOWS----------						
----------FLOORS----------						
30. Cove base molding - rubber or vinyl, 4" high	83.05 LF	0.00	1.93	7.29	33.52	201.10
----------MISC----------						
31. Final cleaning - construction - Commercial	2,998.68 SF	0.00	0.19	51.28	113.96	734.99
Totals: Jury Assembly				131.34	1,003.82	6,074.27
Total: Main Level				**211.00**	**2,097.48**	**12,666.14**

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL

CONTINUED - Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
32. Vinyl floor covering labor minimum	1.00 EA	0.00	57.38	0.00	11.48	68.86
33. Electrical labor minimum	1.00 EA	0.00	92.20	0.00	18.44	110.64
34. Insulation labor minimum	1.00 EA	0.00	113.77	0.00	22.76	136.53
Totals: Labor Minimums Applied				0.00	52.68	316.03
Line Item Totals: 20-01180-RECON_ESCAM				**211.00**	**2,150.16**	**12,982.17**

Grand Total Areas:

5,782.96	SF Walls	4,391.53	SF Ceiling	10,174.49	SF Walls and Ceiling
4,391.28	SF Floor	487.92	SY Flooring	650.30	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	691.97	LF Ceil. Perimeter
4,391.28	Floor Area	4,585.06	Total Area	5,828.60	Interior Wall Area
4,457.25	Exterior Wall Area	460.72	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Complete DKI

511 Wynnehurst Ave
Pensacola, FL. 32503
Phone: 850-225-5354
Tax ID: 37 152 7394

Summary

Line Item Total	10,621.01
Material Sales Tax	129.58
Subtotal	10,750.59
Overhead	1,075.08
Profit	1,075.08
Total Cleaning Tax	81.42
Replacement Cost Value	**$12,982.17**
Net Claim	**$12,982.17**

Lee Williams

Complete DKI
511 Wynnehurst Ave
Pensacola, FL. 32503
Phone: 850-225-5354
Tax ID: 37 152 7394

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7.5%)	Cleaning Mat Tax (7.5%)	Total Cleaning Tax (7.5%)	Laundering Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (7.5%)
Line Items								
	1,075.08	1,075.08	129.58	0.00	81.42	0.00	0.00	0.00
Total								
	1,075.08	**1,075.08**	**129.58**	**0.00**	**81.42**	**0.00**	**0.00**	**0.00**

Complete DKI

511 Wynnehurst Ave
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Recap by Room

Estimate: 20-01180-RECON_ESCAM

Area: Main Level	**2,199.68**	**20.71%**
2nd Floor Hallway	**175.98**	**1.66%**
Jury Assembly Clerk Window	**3,042.89**	**28.65%**
Jury Assembly	**4,939.11**	**46.50%**
Area Subtotal: Main Level	**10,357.66**	**97.52%**
Labor Minimums Applied	**263.35**	**2.48%**
Subtotal of Areas	**10,621.01**	**100.00%**
Total	**10,621.01**	**100.00%**

Complete DKI

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Recap by Category

O&P Items	Total	%
CLEANING	904.71	6.97%
CONTENT MANIPULATION	144.80	1.12%
GENERAL DEMOLITION	206.62	1.59%
DRYWALL	2,067.07	15.92%
ELECTRICAL	213.58	1.65%
FLOOR COVERING - VINYL	378.83	2.92%
INSULATION	269.45	2.08%
LABOR ONLY	883.68	6.81%
PAINTING	5,552.27	42.77%
O&P Items Subtotal	10,621.01	81.81%
Material Sales Tax	129.58	1.00%
Overhead	1,075.08	8.28%
Profit	1,075.08	8.28%
Total Cleaning Tax	81.42	0.63%
Total	12,982.17	100.00%

Payments as follow
30% upon start, 30% upon 50% completion, Balance Due In Full Upon Completion:
All Change Orders Due in Full Prior to Ordering Materials or Starting Work:
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements are contingent upon no strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.
Acceptance of Proposal - The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payments will be made as outlined above. Client acknowledges that he/she has read ALL PAGES OF THIS AGREEMENT.
__I / We__, our/my heirs and assigns, accept this Agreement on this _____day of _____, 20___ and swear that I/WE HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND THE CONTENTS.
Accepted (as to Owner) Accepted (Contractor)

_____ _____
Owner Signature Contractor Signature

_____ By:_____(Printed Name)
Owner Printed Name
Its:_____(Title)
Construction Proposal Agreement
ACCORDING TO FLORIDAS CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR

CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A NOTICE TO OWNER. FLORIDAS CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

16.0 - Statutory Provisions

16.1 - Florida Homeowners Construction Recovery Fund

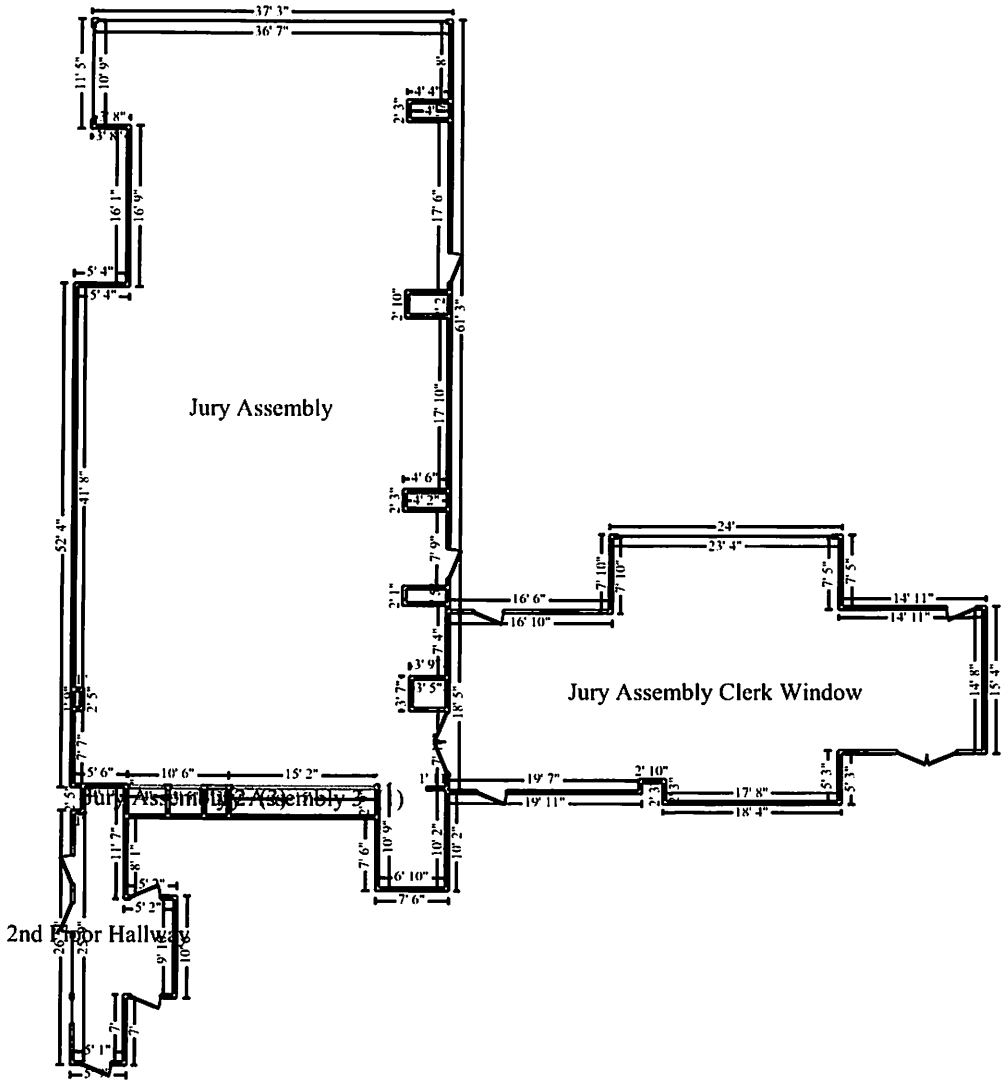
FLORIDA HOMEOWNERS CONSTRUCTION RECOVERY FUND

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTAT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board
1940 North Monroe Street, Suite 42
Tallahassee, Florida 32399-2202

16.2 - Notice of Defect CHAPTER 558 NOTICE OF CLAIM

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.


Jury Assembly
Jury Assembly Clerk Window
2nd Floor Hallway

N

Main Level

FEMA
Congressional and
Intergovernmental Affairs Division
202-646-4500

STATE OF FLORIDA

FEDERAL DISASTER DECLARATION FACT SHEET

SEPTEMBER 23, 2020

Today, September 23, 2020, President Donald J. Trump granted a Major Disaster Declaration for the State of Florida triggering the release of Federal funds to help communities recover from Hurricane Sally that began September 14, 2020, and continuing. Details of the disaster declaration and assistance programs are as follows:

Declaration Number:	FEMA-4564-DR
Incident:	Hurricane Sally
Incident Period:	September 14, 2020, and continuing
Federal Coordinating Officer:	Jeffrey L. Coleman National FCO Program
Individual Assistance (IA):	(Assistance to individuals and households):
IA-Designated Counties:	Under Review.
Public Assistance (PA):	Assistance for emergency work and the repair or replacement of disaster-damaged facilities):
PA-Designated Counties:	Escambia County for all categories of Public Assistance, including direct Federal assistance.

	Bay, Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Okaloosa, Santa Rosa, Walton, and Washington Counties for Public Assistance Category B (emergency protective measures), including direct Federal assistance.
Hazard Mitigation (HM):	(Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):
HM-Designated Areas:	All areas in the State of Florida are eligible to apply for assistance under the Hazard Mitigation Grant Program.
OTHER:	Additional designations may be made at a later date if requested by the State and warranted by the results of further assessments.

###

COMPLETE DKI™

Emergency Service Contract

NTE 5,500

Owner Information

Property Owner: Escambia County Board of County Commissioners
Billing Address: 221 Palafox Place, Suite 400
City/State/Zip: Pensacola, FL 32502
Phone: 850-595-3190
Contacts: Cassie Boatwright
Phone: 850-554-2740
Email: ccboatwright@myescambia.com

Loss Information

Loss Address: 15500 Perdido Key Drive-Perdid Key Community Center
City/State/Zip: Pensacola, FL 32507
Date of Loss: 9-16-2020
Loss Type: Hurricane
On-Site Contact: _____
Phone: _____
Email: _____

Insurance Information

Insurance Co. _____ Policy # _____
Adjuster _____ Claim # _____
Phone _____ Email _____

Services Authorization

I, the undersigned Owner or Owner's Authorized Agent (hereinafter "Owner"), warrant that I have the authority to contract for these services and bind the legal entity that owns the above-reference Loss Address (hereinafter "the Property") and hereby authorize Pro Construction LLC DBA Complete DKI (hereinafter "DKI") to provide or cause to provide complete emergency mitigation services at the property and required construction services.

Service Description

DKI agrees to provide or cause to provide all labor, supervision, materials, equipment, and subcontract services that are reasonably necessary to complete mitigation of the property in a timely and workmanlike manner in accordance with industry standards, including but not limited to the following:

- Project management
- Labor supervision
- Specialized labor
- General labor
- Emergency and/or Auxiliary power including fuel
- Moisture mapping
- Mobilization
- Securing building/structure
- Interior debris & water removal
- Exterior debris & clean-up
- Demolition and removal of damaged building materials
- Interior dry-out, environmental and climate controls
- Contents & structural cleaning
- Application of Deodorizers, Sanitizers, and/or Anti-Microbial agents
- Subcontract services, provided by 3rd party Vendor
- Reconstruction services

(For specific scope of work requested and authorized by customer, see attached "Scope of Work" page)

Payment for Services

Owner agrees to and shall pay DKI the amount specified on its itemized invoice(s) for the project at the rates set forth in the attached DKI Commercial Price List/Terms & Conditions and pursuant to the attached Contract Terms & Conditions. Owner further agrees to pay DKI an Emergency Draw of $ _____ within _____ days of signing this contract with period not to exceed 10 days. DKI reserves the right to stop work if this Draw is not paid in a timely fashion.

Payment Assignment

Owner authorizes DKI to be included as payee on any and all insurance payment for all DKI provides or cause to provide under this contract.

Owner accepts these terms, together with attached Terms & Conditions as a complete binding contract.

Owner/Owner's Authorized Agent Signature	Date	DKI Representative Signature
Print Name		Print Name

511 Wynnehurst Rd. Pensacola, FL 32503
Tax ID 37-1527394

Contract Terms & Conditions

Article 1. The Contract Documents

1.1 The contract documents consist of the Contract, these Contract Terms and the DKI Price list/Terms & Conditions. These contract documents represent the entire contract between the parties and superseded any prior negotiation, representation, or agreement either oral or written. If any part of this Contract cannot be enforced according to its terms, that part shall be severed and shall not affect the enforceability of the remainder of this Contract.

1.2 This Contract is binding upon the heirs, successors, and assigns of Owner and DKI.

1.3 This Contract may be executed in counterparts, via emails, original signature, photo, and/or fax.

1.4 The cost of any federal, state, or local permits taxes or consents required for the performance of services are the responsibility of the Owner, and DKI shall bill Owner for said costs to the extent DKI pays for them initially. The absence of a required governmental licensing on DKI's part shall not void any part of this Contract and/or Owner obligation to pay DKI under the Contract.

1.5 DKI shall carry general liability, worker's compensation, and vehicle insurance to protect Owner from any and all claims and agrees to hold Owner harmless from all liability claims. Owner shall carry fire, wind, and builder risk insurance. Owner and DKI waive all subrogation rights against each other and agree to indemnify each other and their representatives against any and all claims and property damages under this Contract. Owner agrees that DKI shall not be responsible for any and all incidental or consequential damages, including but not limited to business interruption, loss of income, loss of business opportunities, and damages to building components, exterior landscaping, walkways, driveways, etc. during services performed under this Contract and Owner shall hold DKI harmless from any and all claim for such damages.

1.6 Owner shall provide access to adequate power and other utilities as needed to jobsite or DKI will add this service to its scope of work. DKI shall invoice all fuel and/or generator requirements not listed in the DKI Price list at cost plus 20%. DKI assumes that all electrical, plumbing, HVAC, and other infrastructural systems are in working order and Owner grants DKI, its employees, works, and subcontractors permission to use and connect to these systems as needed. Owner and DKI agree to hold each other harmless for any damages to DKI's equipment or Owner's property arising from the use of these systems.

1.7 Due to the nature of the loss event and the extent to which Owner may not be able to be present on-site, email change orders will be accepted for additional work and/or other changes in the nature, direction, or flow of the services performed under this Contract.

1.8 After-hours work, as defined by the attached DKI Price list/Terms & Conditions, shall be performed at DKI's discretion as necessary to perform the services under this Contract in a timely and workmanlike manner, unless Owner requests in writing that no after-hours work occur.

1.9 Owner may suspend all work upon written notice to DKI specifying reasons for suspension, after which, in the event said reasons relate to DKI's performance, DKI shall have 72 hours from date of receipt of written notice to remedy said problems (except reasons related to reasonable delays caused by strikes, accidents, weather, or other unforeseen scheduling problems). DKI shall also have the option to immediately withdraw from the project. Upon said withdrawal, Owner shall pay DKI for all sums due and services performed under this Contract through the date of withdrawal.

1.10 DKI may suspend all work if payments are not made by Owner in accord with the Terms & Conditions of this Contract.

1.11 DKI recommends that Owner hire or assign person(s) to act as liaison of the project between Owner and DKI in order to provide Owner with verification of labor, equipment, materials, and other resources utilized by DKI on the project.

1.12 DKI shall not be required by Owner or its agents (insurance companies, consultants, clerks, etc.) to follow or use any forms, documents, methods, or procedures to document and support the charges and invoices for the services performed under this Contract unless DKI agrees to do so in writing prior to the commencement of said services. Owner agrees to accept and pay DKI's invoice(s) as supported by itemized forms and/or electronic spreadsheets or worksheets generated by DKI, its subcontractors, and its providers.

1.13 Unless otherwise agreed to in writing by DKI and Owner, DKI shall submit a Final Invoice for the services performed under this Contract with a package of supporting documentation which may include: 1. Daily activities sheets and/or logs itemizing the use of dehumidification and environmental controls equipment, generators and electrical supply equipment, miscellaneous other equipment, materials and consumables, and vehicles and trailers; 2. DKI daily time sheets itemizing the use of labor and/or daily timesheets from 3rd party labor resource providers, including Per Diems for all workers for whom DKI provides lodging and/or meals/incidental expenses as per the DKI Price list; 3. Subcontractor invoices plus 20% for all subcontractor services provided by 3rd party vendors, except 3rd party labor vendors whose invoices shall be billed at the labor rate in the DKI Price list; 4. Receipts and expense plus 20% for all fuel vendors, freight vendors, travel vendors, credit card vendors, and any and all other types of vendors necessary to help restore Owner's property; 5. Sales tax, if applicable. Owner agrees to accept and pay DKI's Final Invoice as supported by the documentation provided with the invoice whether generated electronically, by hand, or in some other manner.

1.14 Owner shall accept affidavits and allow modification relative to any document provided in support of DKI's invoice where said document reflects missing, incorrect, or illegible data as to date, amount, name, and/or location, provided that DKI provides all affidavits under oath and initials and dates all modification without covering up or concealing the original data contained therein.

1.15 If Owner requires more than one invoice for a multi-unit building, Owner must request such unit-by-unit invoicing in writing before the commencement of the project, after which DKI will make reasonable best efforts to provide such unit-by-unit invoicing, so long as it has adequate personnel available for the task prior to said commencement.

_____ Owner Initials

Article 2. Audit Procedures

2.1 In the event Owner or insurance company engages a consultant, clerk, CPA, competitor, and/or other entity to conduct a review, evaluation, and/or audit (hereinafter "audit") of DKI's invoice and supporting documentation, either during the project or after the project is completed, all parties to said audit (Owner, DKI, insurance company, and/or auditing entities) must sign DKI's confidentiality & non-disclosure agreement before the audit can begin.

2.2 All review, evaluation, and auditing shall be done at DKI's corporate headquarters in Pensacola, FL, or at a location approved in writing by DKI.

2.3 Owner agrees to pay all DKI personnel time dedicated to the audit response at a rate of $65.00/hr. and all incidental expenses associated with said audit response (travel, lodging, meals, etc.) on an actual-cost basis.

2.4 Owner agrees that the auditing entity's report detailing a list of all disputed items and the reasons for each dispute shall be completed and presented to DKI within 15 days following DKI's submission of its Final Invoice to the Owner and insurance company. If the auditing entity's report is not completed and presented to DKI within this 15-day time period, Owner shall be deemed to have accepted DKI's Final Invoice without dispute, and shall pay DKI the full amount of its Final Invoice within 5 business days thereafter.

2.5 Following the timely completion and presentation of the auditing entity's report, Owner agrees to pay DKI all undisputed funds within 5 business days of the completion and presentation of the auditing entity's report.

2.6 All subsequent negotiations related to disputed items and related funds shall take place at DKI's corporate headquarters in Pensacola, FL, or at a location approved in writing by DKI. If the parties cannot resolve the disputed matters through negotiation, the dispute shall be resolved in accord with the terms of Section 5.1 below.

Article 3. Indoor Air Quality (IAQ) Statement

3.1 DKI shall not, without further written agreement, be responsible for the identification, testing, sampling, removal, abatement, or remediation of any environment, pollutant, contaminate, hazard, toxin, condition, irritant, material, or problem, including but not limited to asbestos, lead, molds, fungi, bacteria, mildew, mycotoxins, spores, or other irritants of any kind or the correction of building, fire, or code violations.

3.2 DKI recommends that if Owner has any concerns related to IAQ or if the property has a history of moisture-related problems, Owner should have an indoor air quality pre-test conducted by a certified Industrial Hygienist to determine and identify the existence of any microbial growth, hazardous materials, and/or other environmental pollutants to develop a protocol for their removal, abatement, or remediation (to be performed by an appropriately licensed and experienced contractor), and to conduct a post-test to determine that the growths, materials, or other pollutants now exist in affected areas at acceptable levels.

3.3 DKI shall not be liable for any and all health, environmental, property damage, or other claims related to IAQ at the property, and the Owner hereby agrees to release, indemnify, and hold DKI harmless relative to any and all such claims related to IAQ.

Article 4. Payment

4.1 Owner shall pay DKI the amount specified on its itemized invoice(s) for the project per the attached DKI Price List, which the Owner has received, reviewed, and approved by signing this Contract and initialing every page.

4.2 Owner shall pay DKI an Emergency Draw, the amount of which shall be determined on a case-by-case basis and recorded on the first page of this Contract, within the time period specified at the signing of this Contract, not to exceed 10 days.

4.3 All amounts invoiced to Owner shall be due and payable within 30 days following the invoice date. All past-due amounts shall be subject to an interest charge equal to the lesser of 1.5% per month or the maximum rate allowed by applicable law.

4.4 If Owner possesses insurance coverage applicable to the services performed under this Contract, Owner authorizes each insurance company providing coverage to pay DKI directly for the services performed. Owner understands and acknowledges, however, that Owner bears the responsibility for all amounts due DKI under this Contract, and no lack of insurance coverage or failure or delay of any insurance company to make payment to Owner or DKI shall relieve Owner of that responsibility.

Article 5. Warranty

5.1 DKI guarantees that all work performed under this Contract shall be performed in a substantially workmanlike manner and guarantees said workmanship for a period of 2 years from the date of completion of the project governed by this Contract. All materials shall be guaranteed under the applicable manufacturer warranty which DKI shall provide to Owner upon request.

Article 6. Warranty

6.1 In the event of dispute between DKI and Owner concerning their respective duties under this Contract, said dispute shall be resolved by final and binding arbitration under the commercial rules of the American Arbitration Association. The prevailing party shall be entitled to reimbursement from the non-prevailing party of reasonable attorney fees, legal expenses, collection fees, interest, and any other expenses incurred in the litigation of a dispute related to this Contract.

_____ Owner Initials

Scope of Work to be Performed

4 Dehus

4 Fans

Pull Baseboard

NTE-$5,500

_____ Owner Initials

COMPLETE DKI

Emergency Service Contract

Owner Information

Property Owner: Escambia County Board of County Commissioners
Billing Address: 221 Palafox Place, Suite 400
City/State/Zip: Pensacola, FL 32502
Phone: 850-595-3190
Contacts: Cassie Boatwright
Phone: 850-554-2740
Email: ccboatwright@myescambia.com

Loss Information

Loss Address: 3740 Stefani Raod
City/State/Zip: Cantonment, FL
Date of Loss: 9-16-2020
Loss Type: Hurricane
On-Site Contact: Nick Simmas
Phone: 850-291-7173
Email:

Insurance Information

Insurance Co.:
Policy #:
Adjuster:
Claim #:
Phone:
Email:

Services Authorization

I, the undersigned Owner or Owner's Authorized Agent (hereinafter "Owner"), warrant that I have the authority to contract for these services and bind the legal entity that owns the above-reference Loss Address (hereinafter "the Property") and hereby authorize Pro Construction LLC DBA Complete DKI (hereinafter "DKI") to provide or cause to provide complete emergency mitigation services at the property and required construction services.

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DKI agrees to provide or cause to provide all labor, supervision, materials, equipment, and subcontract services that are reasonably necessary to complete mitigation of the property in a timely and workmanlike manner in accordance with industry standards, including but not limited to the following:

- Project management
- Labor supervision
- Specialized labor
- General labor
- Emergency and/or Auxiliary power including fuel
- Moisture mapping
- Mobilization
- Securing building/structure
- Interior debris & water removal
- Exterior debris & clean-up
- Demolition and removal of damaged building materials
- Interior dry-out, environmental and climate controls
- Contents & structural cleaning
- Application of Deodorizers, Sanitizers, and/or Anti-Microbial agents
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(For specific scope of work requested and authorized by customer, see attached "Scope of Work" page)

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Payment Assignment

Owner authorizes DKI to be included as payee on any and all insurance payment for all DKI provides or cause to provide under this contract.

Owner accepts these terms, together with attached Terms & Conditions as a complete binding contract.

Owner/Owner's Authorized Agent Signature	Date	DKI Representative Signature
Print Name		Print Name

Contract Terms & Conditions

Article 1. The Contract Documents

1.1 The contract documents consist of the Contract, these Contract Terms and the DKI Price list/Terms & Conditions. These contract documents represent the entire contract between the parties and superseded any prior negotiation, representation, or agreement either oral or written. If any part of this Contract cannot be enforced according to its terms, that part shall be severed and shall not affect the enforceability of the remainder of this Contract.

1.2 This Contract is binding upon the heirs, successors, and assigns of Owner and DKI.

1.3 This Contract may be executed in counterparts, via emails, original signature, photo, and/or fax.

1.4 The cost of any federal, state, or local permits taxes or consents required for the performance of services are the responsibility of the Owner, and DKI shall bill Owner for said costs to the extent DKI pays for them initially. The absence of a required governmental licensing on DKI's part shall not void any part of this Contract and/or Owner obligation to pay DKI under the Contract.

1.5 DKI shall carry general liability, worker's compensation, and vehicle insurance to protect Owner from any and all claims and agrees to hold Owner harmless from all liability claims. Owner shall carry fire, wind, and builder risk insurance. Owner and DKI waive all subrogation rights against each other and agree to indemnify each other and their representatives against any and all claims and property damages under this Contract. Owner agrees that DKI shall not be responsible for any and all incidental or consequential damages, including but not limited to business interruption, loss of income, loss of business opportunities, and damages to building components, exterior landscaping, walkways, driveways, etc. during services performed under this Contract and Owner shall hold DKI harmless from any and all claim for such damages.

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1.11 DKI recommends that Owner hire or assign person(s) to act as liaison of the project between Owner and DKI in order to provide Owner with verification of labor, equipment, materials, and other resources utilized by DKI on the project.

1.12 DKI shall not be required by Owner or its agents (insurance companies, consultants, clerks, etc.) to follow or use any forms, documents, methods, or procedures to document and support the charges and invoices for the services performed under this Contract unless DKI agrees to do so in writing prior to the commencement of said services. Owner agrees to accept and pay DKI's invoice(s) as supported by itemized forms and/or electronic spreadsheets or worksheets generated by DKI, its subcontractors, and its providers.

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1.15 If Owner requires more than one invoice for a multi-unit building, Owner must request such unit-by-unit invoicing in writing before the commencement of the project, after which DKI will make reasonable best efforts to provide such unit-by-unit invoicing, so long as it has adequate personnel available for the task prior to said commencement.

_____ Owner Initials

Article 2. Audit Procedures

2.1 In the event Owner or insurance company engages a consultant, clerk, CPA, competitor, and/or other entity to conduct a review, evaluation, and/or audit (hereinafter "audit") of DKI's invoice and supporting documentation, either during the project or after the project is completed, all parties to said audit (Owner, DKI, insurance company, and/or auditing entities) must sign DKI's confidentiality & non-disclosure agreement before the audit can begin.

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2.3 Owner agrees to pay all DKI personnel time dedicated to the audit response at a rate of $65.00/hr. and all incidental expenses associated with said audit response (travel, lodging, meals, etc.) on an actual-cost basis.

2.4 Owner agrees that the auditing entity's report detailing a list of all disputed items and the reasons for each dispute shall be completed and presented to DKI within 15 days following DKI's submission of its Final Invoice to the Owner and insurance company. If the auditing entity's report is not completed and presented to DKI within this 15-day time period, Owner shall be deemed to have accepted DKI's Final Invoice without dispute, and shall pay DKI the full amount of its Final Invoice within 5 business days thereafter.

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Article 3. Indoor Air Quality (IAQ) Statement

3.1 DKI shall not, without further written agreement, be responsible for the identification, testing, sampling, removal, abatement, or remediation of any environment, pollutant, contaminate, hazard, toxin, condition, irritant, material, or problem, including but not limited to asbestos, lead, molds, fungi, bacteria, mildew, mycotoxins, spores, or other irritants of any kind or the correction of building, fire, or code violations.

3.2 DKI recommends that if Owner has any concerns related to IAQ or if the property has a history of moisture-related problems, Owner should have an indoor air quality pre-test conducted by a certified Industrial Hygienist to determine and identify the existence of any microbial growth, hazardous materials, and/or other environmental pollutants to develop a protocol for their removal, abatement, or remediation (to be performed by an appropriately licensed and experienced contractor), and to conduct a post-test to determine that the growths, materials, or other pollutants now exist in affected areas at acceptable levels.

3.3 DKI shall not be liable for any and all health, environmental, property damage, or other claims related to IAQ at the property, and the Owner hereby agrees to release, indemnify, and hold DKI harmless relative to any and all such claims related to IAQ.

Article 4. Payment

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4.2 Owner shall pay DKI an Emergency Draw, the amount of which shall be determined on a case-by-case basis and recorded on the first page of this Contract, within the time period specified at the signing of this Contract, not to exceed 10 days.

4.3 All amounts invoiced to Owner shall be due and payable within 30 days following the invoice date. All past-due amounts shall be subject to an interest charge equal to the lesser of 1.5% per month or the maximum rate allowed by applicable law.

4.4 If Owner possesses insurance coverage applicable to the services performed under this Contract, Owner authorizes each insurance company providing coverage to pay DKI directly for the services performed. Owner understands and acknowledges, however, that Owner bears the responsibility for all amounts due DKI under this Contract, and no lack of insurance coverage or failure or delay of any insurance company to make payment to Owner or DKI shall relieve Owner of that responsibility.

Article 5. Warranty

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Article 6. Warranty

6.1 In the event of dispute between DKI and Owner concerning their respective duties under this Contract, said dispute shall be resolved by final and binding arbitration under the commercial rules of the American Arbitration Association. The prevailing party shall be entitled to reimbursement from the non-prevailing party of reasonable attorney fees, legal expenses, collection fees, interest, and any other expenses incurred in the litigation of a dispute related to this Contract.

_____ Owner Initials

Scope of Work to be Performed

Treat with anitimicrobial

Demo damaged drywall

NTE $1,000

_____ Owner Initials

COMPLETE DKI

Emergency Service Contract

Owner Information

Property Owner: Escambia County Board of County Commissioners
Billing Address: 221 Palafox Place, Suite 400
City/State/Zip: Pensacola, FL 32502
Phone: 850-595-3190
Contacts: Cassie Boatwright
Phone: 850-554-2740
Email: ccboatwright@myescambia.com

Loss Information

Loss Address: 3740 Stefani Raod
City/State/Zip: Cantonment, FL
Date of Loss: 9-16-2020
Loss Type: Hurricane
On-Site Contact: Nick Simmas
Phone: 850-291-7173
Email:

Insurance Information

Insurance Co.:
Policy #:
Adjuster:
Claim #:
Phone:
Email:

Services Authorization

I, the undersigned Owner or Owner's Authorized Agent (hereinafter "Owner"), warrant that I have the authority to contract for these services and bind the legal entity that owns the above-reference Loss Address (hereinafter "the Property") and hereby authorize Pro Construction LLC DBA Complete DKI (hereinafter "DKI") to provide or cause to provide complete emergency mitigation services at the property and required construction services.

Service Description

DKI agrees to provide or cause to provide all labor, supervision, materials, equipment, and subcontract services that are reasonably necessary to complete mitigation of the property in a timely and workmanlike manner in accordance with industry standards, including but not limited to the following:

- Project management
- Labor supervision
- Specialized labor
- General labor
- Emergency and/or Auxiliary power including fuel
- Moisture mapping
- Mobilization
- Securing building/structure
- Interior debris & water removal
- Exterior debris & clean-up
- Demolition and removal of damaged building materials
- Interior dry-out, environmental and climate controls
- Contents & structural cleaning
- Application of Deodorizers, Sanitizers, and/or Anti-Microbial agents
- Subcontract services, provided by 3rd party Vendor
- Reconstruction services

(For specific scope of work requested and authorized by customer, see attached "Scope of Work" page)

Payment for Services

Owner agrees to and shall pay DKI the amount specified on its itemized invoice(s) for the project at the rates set forth in the attached DKI Commercial Price List/Terms & Conditions and pursuant to the attached Contract Terms & Conditions. Owner further agrees to pay DKI an Emergency Draw of $ _____ within _____ days of signing this contract with period not to exceed 10 days. DKI reserves the right to stop work if this Draw is not paid in a timely fashion.

Payment Assignment

Owner authorizes DKI to be included as payee on any and all insurance payment for all DKI provides or cause to provide under this contract.

Owner accepts these terms, together with attached Terms & Conditions as a complete binding contract.

Owner/Owner's Authorized Agent Signature — Date: 9.21.20 — DKI Representative Signature

Print Name: CASSIE BOATWRIGHT — Print Name

511 Wynnehurst Rd. Pensacola, FL 32503
Tax ID 37-1527394

Contract Terms & Conditions

Article 1. The Contract Documents

1.1 The contract documents consist of the Contract, these Contract Terms and the DKI Price list/Terms & Conditions. These contract documents represent the entire contract between the parties and superseded any prior negotiation, representation, or agreement either oral or written. If any part of this Contract cannot be enforced according to its terms, that part shall be severed and shall not affect the enforceability of the remainder of this Contract.

1.2 This Contract is binding upon the heirs, successors, and assigns of Owner and DKI.

1.3 This Contract may be executed in counterparts, via emails, original signature, photo, and/or fax.

1.4 The cost of any federal, state, or local permits taxes or consents required for the performance of services are the responsibility of the Owner, and DKI shall bill Owner for said costs to the extent DKI pays for them initially. The absence of a required governmental licensing on DKI's part shall not void any part of this Contract and/or Owner obligation to pay DKI under the Contract.

1.5 DKI shall carry general liability, worker's compensation, and vehicle insurance to protect Owner from any and all claims and agrees to hold Owner harmless from all liability claims. Owner shall carry fire, wind, and builder risk insurance. Owner and DKI waive all subrogation rights against each other and agree to indemnify each other and their representatives against any and all claims and property damages under this Contract. Owner agrees that DKI shall not be responsible for any and all incidental or consequential damages, including but not limited to business interruption, loss of income, loss of business opportunities, and damages to building components, exterior landscaping, walkways, driveways, etc. during services performed under this Contract and Owner shall hold DKI harmless from any and all claim for such damages.

1.6 Owner shall provide access to adequate power and other utilities as needed to jobsite or DKI will add this service to its scope of work. DKI shall invoice all fuel and/or generator requirements not listed in the DKI Price list at cost plus 20%. DKI assumes that all electrical, plumbing, HVAC, and other infrastructural systems are in working order and Owner grants DKI, its employees, works, and subcontractors permission to use and connect to these systems as needed. Owner and DKI agree to hold each other harmless for any damages to DKI's equipment or Owner's property arising from the use of these systems.

1.7 Due to the nature of the loss event and the extent to which Owner may not be able to be present on-site, email change orders will be accepted for additional work and/or other changes in the nature, direction, or flow of the services performed under this Contract.

1.8 After-hours work, as defined by the attached DKI Price list/Terms & Conditions, shall be performed at DKI's discretion as necessary to perform the services under this Contract in a timely and workmanlike manner, unless Owner requests in writing that no after-hours work occur.

1.9 Owner may suspend all work upon written notice to DKI specifying reasons for suspension, after which, in the event said reasons relate to DKI's performance, DKI shall have 72 hours from date of receipt of written notice to remedy said problems (except reasons related to reasonable delays caused by strikes, accidents, weather, or other unforeseen scheduling problems). DKI shall also have the option to immediately withdraw from the project. Upon said withdrawal, Owner shall pay DKI for all sums due and services performed under this Contract through the date of withdrawal.

1.10 DKI may suspend all work if payments are not made by Owner in accord with the Terms & Conditions of this Contract.

1.11 DKI recommends that Owner hire or assign person(s) to act as liaison of the project between Owner and DKI in order to provide Owner with verification of labor, equipment, materials, and other resources utilized by DKI on the project.

1.12 DKI shall not be required by Owner or its agents (insurance companies, consultants, clerks, etc.) to follow or use any forms, documents, methods, or procedures to document and support the charges and invoices for the services performed under this Contract unless DKI agrees to do so in writing prior to the commencement of said services. Owner agrees to accept and pay DKI's invoice(s) as supported by itemized forms and/or electronic spreadsheets or worksheets generated by DKI, its subcontractors, and its providers.

1.13 Unless otherwise agreed to in writing by DKI and Owner, DKI shall submit a Final Invoice for the services performed under this Contract with a package of supporting documentation which may include: 1. Daily activities sheets and/or logs itemizing the use of dehumidification and environmental controls equipment, generators and electrical supply equipment, miscellaneous other equipment, materials and consumables, and vehicles and trailers; 2. DKI daily time sheets itemizing the use of labor and/or daily timesheets from 3rd party labor resource providers, including Per Diems for all workers for whom DKI provides lodging and/or meals/incidental expenses as per the DKI Price list; 3. Subcontractor invoices plus 20% for all subcontractor services provided by 3rd party vendors, except 3rd party labor vendors whose invoices shall be billed at the labor rate in the DKI Price list; 4. Receipts and expense plus 20% for all fuel vendors, freight vendors, travel vendors, credit card vendors, and any and all other types of vendors necessary to help restore Owner's property; 5. Sales tax, if applicable. Owner agrees to accept and pay DKI's Final Invoice as supported by the documentation provided with the invoice whether generated electronically, by hand, or in some other manner.

1.14 Owner shall accept affidavits and allow modification relative to any document provided in support of DKI's invoice where said document reflects missing, incorrect, or illegible data as to date, amount, name, and/or location, provided that DKI provides all affidavits under oath and initials and dates all modification without covering up or concealing the original data contained therein.

1.15 If Owner requires more than one invoice for a multi-unit building, Owner must request such unit-by-unit invoicing in writing before the commencement of the project, after which DKI will make reasonable best efforts to provide such unit-by-unit invoicing, so long as it has adequate personnel available for the task prior to said commencement.

_____ Owner Initials

Article 2. Audit Procedures

2.1 In the event Owner or insurance company engages a consultant, clerk, CPA, competitor, and/or other entity to conduct a review, evaluation, and/or audit (hereinafter "audit") of DKI's invoice and supporting documentation, either during the project or after the project is completed, all parties to said audit (Owner, DKI, insurance company, and/or auditing entities) must sign DKI's confidentiality & non-disclosure agreement before the audit can begin.

2.2 All review, evaluation, and auditing shall be done at DKI's corporate headquarters in Pensacola, FL, or at a location approved in writing by DKI.

2.3 Owner agrees to pay all DKI personnel time dedicated to the audit response at a rate of $65.00/hr. and all incidental expenses associated with said audit response (travel, lodging, meals, etc.) on an actual-cost basis.

2.4 Owner agrees that the auditing entity's report detailing a list of all disputed items and the reasons for each dispute shall be completed and presented to DKI within 15 days following DKI's submission of its Final Invoice to the Owner and insurance company. If the auditing entity's report is not completed and presented to DKI within this 15-day time period, Owner shall be deemed to have accepted DKI's Final Invoice without dispute, and shall pay DKI the full amount of its Final Invoice within 5 business days thereafter.

2.5 Following the timely completion and presentation of the auditing entity's report, Owner agrees to pay DKI all undisputed funds within 5 business days of the completion and presentation of the auditing entity's report.

2.6 All subsequent negotiations related to disputed items and related funds shall take place at DKI's corporate headquarters in Pensacola, FL, or at a location approved in writing by DKI. If the parties cannot resolve the disputed matters through negotiation, the dispute shall be resolved in accord with the terms of Section 5.1 below.

Article 3. Indoor Air Quality (IAQ) Statement

3.1 DKI shall not, without further written agreement, be responsible for the identification, testing, sampling, removal, abatement, or remediation of any environment, pollutant, contaminate, hazard, toxin, condition, irritant, material, or problem, including but not limited to asbestos, lead, molds, fungi, bacteria, mildew, mycotoxins, spores, or other irritants of any kind or the correction of building, fire, or code violations.

3.2 DKI recommends that if Owner has any concerns related to IAQ or if the property has a history of moisture-related problems, Owner should have an indoor air quality pre-test conducted by a certified Industrial Hygienist to determine and identify the existence of any microbial growth, hazardous materials, and/or other environmental pollutants to develop a protocol for their removal, abatement, or remediation (to be performed by an appropriately licensed and experienced contractor), and to conduct a post-test to determine that the growths, materials, or other pollutants now exist in affected areas at acceptable levels.

3.3 DKI shall not be liable for any and all health, environmental, property damage, or other claims related to IAQ at the property, and the Owner hereby agrees to release, indemnify, and hold DKI harmless relative to any and all such claims related to IAQ.

Article 4. Payment

4.1 Owner shall pay DKI the amount specified on its itemized invoice(s) for the project per the attached DKI Price List, which the Owner has received, reviewed, and approved by signing this Contract and initialing every page.

4.2 Owner shall pay DKI an Emergency Draw, the amount of which shall be determined on a case-by-case basis and recorded on the first page of this Contract, within the time period specified at the signing of this Contract, not to exceed 10 days.

4.3 All amounts invoiced to Owner shall be due and payable within 30 days following the invoice date. All past-due amounts shall be subject to an interest charge equal to the lesser of 1.5% per month or the maximum rate allowed by applicable law.

4.4 If Owner possesses insurance coverage applicable to the services performed under this Contract, Owner authorizes each insurance company providing coverage to pay DKI directly for the services performed. Owner understands and acknowledges, however, that Owner bears the responsibility for all amounts due DKI under this Contract, and no lack of insurance coverage or failure or delay of any insurance company to make payment to Owner or DKI shall relieve Owner of that responsibility.

Article 5. Warranty

5.1 DKI guarantees that all work performed under this Contract shall be performed in a substantially workmanlike manner and guarantees said workmanship for a period of 2 years from the date of completion of the project governed by this Contract. All materials shall be guaranteed under the applicable manufacturer warranty which DKI shall provide to Owner upon request.

Article 6. Warranty

6.1 In the event of dispute between DKI and Owner concerning their respective duties under this Contract, said dispute shall be resolved by final and binding arbitration under the commercial rules of the American Arbitration Association. The prevailing party shall be entitled to reimbursement from the non-prevailing party of reasonable attorney fees, legal expenses, collection fees, interest, and any other expenses incurred in the litigation of a dispute related to this Contract.

CB
_____ Owner Initials

Scope of Work to be Performed

3 Dehus

12 Airmovers

Treat Concrete with Anitimicrobial

Dispose of effected carpet squares

NTE $4,500

Owner Initials

COMPLETE DKI

Emergency Service Contract

Owner Information

Property Owner: Escambia County Board of County Commissioners
Billing Address: 221 Palafox Place, Suite 400
City/State/Zip: Pensacola, FL 32502
Phone: 850-595-3190
Contacts: Cassie Boatwright
Phone: 850-554-2740
Email: ccboatwright@myescambia.com

Loss Information

Loss Address: M.C. Blanchard Judicial Building, 190 W Government St #4,
City/State/Zip: Pensacola, FL 32502
Date of Loss: 9-16-2020
Loss Type: Hurricane
On-Site Contact:
Phone:
Email:

Insurance Information

Insurance Co.:
Adjuster:
Phone:
Policy #:
Claim #:
Email:

Services Authorization

I, the undersigned Owner or Owner's Authorized Agent (hereinafter "Owner"), warrant that I have the authority to contract for these services and bind the legal entity that owns the above-reference Loss Address (hereinafter "the Property") and hereby authorize Pro Construction LLC DBA Complete DKI (hereinafter "DKI") to provide or cause to provide complete emergency mitigation services at the property and required construction services.

Service Description

DKI agrees to provide or cause to provide all labor, supervision, materials, equipment, and subcontract services that are reasonably necessary to complete mitigation of the property in a timely and workmanlike manner in accordance with industry standards, including but not limited to the following:

- Project management
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(For specific scope of work requested and authorized by customer, see attached "Scope of Work" page)

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Payment Assignment

Owner authorizes DKI to be included as payee on any and all insurance payment for all DKI provides or cause to provide under this contract.

Owner accepts these terms, together with attached Terms & Conditions as a complete binding contract.

C. Boatwright — 9.23.20

Owner/Owner's Authorized Agent Signature | Date | DKI Representative Signature

CASSIE BOATWRIGHT

Print Name | Print Name

Contract Terms & Conditions

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1.4 The cost of any federal, state, or local permits taxes or consents required for the performance of services are the responsibility of the Owner, and DKI shall bill Owner for said costs to the extent DKI pays for them initially. The absence of a required governmental licensing on DKI's part shall not void any part of this Contract and/or Owner obligation to pay DKI under the Contract.

1.5 DKI shall carry general liability, worker's compensation, and vehicle insurance to protect Owner from any and all claims and agrees to hold Owner harmless from all liability claims. Owner is self insured. Owner and DKI waive all subrogation rights against each other and agree to indemnify each other and their representatives against any and all claims and property damages under this Contract. Owner agrees that DKI shall not be responsible for any and all incidental or consequential damages, including but not limited to business interruption, loss of income, loss of business opportunities, and damages to building components, exterior landscaping, walkways, driveways, etc. during services performed under this Contract and Owner shall hold DKI harmless from any and all claim for such damages.

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1.10 DKI may suspend all work if payments are not made by Owner in accord with the Terms & Conditions of this Contract.

1.11 DKI recommends that Owner hire or assign person(s) to act as liaison of the project between Owner and DKI in order to provide Owner with verification of labor, equipment, materials, and other resources utilized by DKI on the project.

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_____ Owner Initials

Article 2. Audit Procedures

2.1 In the event Owner or insurance company engages a consultant, clerk, CPA, competitor, and/or other entity to conduct a review, evaluation, and/or audit (hereinafter "audit") of DKI's invoice and supporting documentation, either during the project or after the project is completed, all parties to said audit (Owner, DKI, insurance company, and/or auditing entities) must sign DKI's confidentiality & non-disclosure agreement before the audit can begin.

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2.5 Following the timely completion and presentation of the auditing entity's report, Owner agrees to pay DKI all undisputed funds in accordance with the Local Government Prompt Payment Act, after the completion and presentation of the auditing entity's report.

2.6 All subsequent negotiations related to disputed items and related funds shall take place at DKI's corporate headquarters in Pensacola, FL, or at a location approved in writing by DKI. If the parties cannot resolve the disputed matters through negotiation, the dispute shall be resolved in accord with the terms of Section 5.1 below.

Article 3. Indoor Air Quality (IAQ) Statement

3.1 DKI shall not, without further written agreement, be responsible for the identification, testing, sampling, removal, abatement, or remediation of any environment, pollutant, contaminate, hazard, toxin, condition, irritant, material, or problem, including but not limited to asbestos, lead, molds, fungi, bacteria, mildew, mycotoxins, spores, or other irritants of any kind or the correction of building, fire, or code violations.

3.2 DKI recommends that if Owner has any concerns related to IAQ or if the property has a history of moisture-related problems, Owner should have an indoor air quality pre-test conducted by a certified Industrial Hygienist to determine and identify the existence of any microbial growth, hazardous materials, and/or other environmental pollutants to develop a protocol for their removal, abatement, or remediation (to be performed by an appropriately licensed and experienced contractor), and to conduct a post-test to determine that the growths, materials, or other pollutants now exist in affected areas at acceptable levels.

3.3 DKI shall not be liable for any and all health, environmental, property damage, or other claims related to IAQ at the property, and the Owner hereby agrees to release, indemnify, and hold DKI harmless relative to any and all such claims related to IAQ.

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4.1 Owner shall pay DKI the amount specified on its itemized invoice(s) for the project per the attached DKI Price List, which the Owner has received, reviewed, and approved by signing this Contract and initialing every page.

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5.1 DKI guarantees that all work performed under this Contract shall be performed in a substantially workmanlike manner and guarantees said workmanship for a period of 2 years from the date of completion of the project governed by this Contract. All materials shall be guaranteed under the applicable manufacturer warranty which DKI shall provide to Owner upon request.

Article 6. Warranty

6.1 In the event of dispute between DKI and Owner concerning their respective duties under this Contract, said dispute shall be resolved by final and binding arbitration under the commercial rules of the American Arbitration Association. The prevailing party shall be entitled to reimbursement from the non-prevailing party of reasonable attorney fees, legal expenses, collection fees, interest, and any other expenses incurred in the litigation of a dispute related to this Contract.

_____ Owner Initials

Scope of Work to be Performed

Remove Saturated Drywall

Additional 2 days of drying time

Content munipulation in offices we have to perform demo

Spray all affected areas with anitmicrobial

Remove carpet in one office on the 5th floor

Additional Air Scrubber

NTE $30,000



_____ Owner Initials

COMPLETE DKI™

Emergency Service Contract

Owner Information

Property Owner: Escambia County Board of County Commissioners
Billing Address: 221 Palafox Place, Suite 400
City/State/Zip: Pensacola, FL 32502
Phone: 850-595-3190
Contacts: Cassie Boatwright
Phone: 850-554-2740
Email: ccboatwright@myescambia.com

Loss Information

Loss Address: M.C. Blanchard Judicial Building, 190 W Government St #4,
City/State/Zip: Pensacola, FL 32502
Date of Loss: 9-16-2020
Loss Type: Hurricane
On-Site Contact: _____
Phone: _____
Email: _____

Insurance Information

Insurance Co.: _____
Policy #: _____
Adjuster: _____
Claim #: _____
Phone: _____
Email: _____

Services Authorization

I, the undersigned Owner or Owner's Authorized Agent (hereinafter "Owner"), warrant that I have the authority to contract for these services and bind the legal entity that owns the above-reference Loss Address (hereinafter "the Property") and hereby authorize Pro Construction LLC DBA Complete DKI (hereinafter "DKI") to provide or cause to provide complete emergency mitigation services at the property and required construction services.

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(For specific scope of work requested and authorized by customer, see attached "Scope of Work" page)

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Owner authorizes DKI to be included as payee on any and all insurance payment for all DKI provides or cause to provide under this contract.

Owner accepts these terms, together with attached Terms & Conditions as a complete binding contract.

Owner/Owner's Authorized Agent Signature	Date	DKI Representative Signature
Print Name		Print Name

511 Wynnehurst Rd. Pensacola, FL 32503
Tax ID 37-1527394

Contract Terms & Conditions

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1.5 DKI shall carry general liability, worker's compensation, and vehicle insurance to protect Owner from any and all claims and agrees to hold Owner harmless from all liability claims. Owner shall carry fire, wind, and builder risk insurance. Owner and DKI waive all subrogation rights against each other and agree to indemnify each other and their representatives against any and all claims and property damages under this Contract. Owner agrees that DKI shall not be responsible for any and all incidental or consequential damages, including but not limited to business interruption, loss of income, loss of business opportunities, and damages to building components, exterior landscaping, walkways, driveways, etc. during services performed under this Contract and Owner shall hold DKI harmless from any and all claim for such damages.

1.6 Owner shall provide access to adequate power and other utilities as needed to jobsite or DKI will add this service to its scope of work. DKI shall invoice all fuel and/or generator requirements not listed in the DKI Price list at cost plus 20%. DKI assumes that all electrical, plumbing, HVAC, and other infrastructural systems are in working order and Owner grants DKI, its employees, works, and subcontractors permission to use and connect to these systems as needed. Owner and DKI agree to hold each other harmless for any damages to DKI's equipment or Owner's property arising from the use of these systems.

1.7 Due to the nature of the loss event and the extent to which Owner may not be able to be present on-site, email change orders will be accepted for additional work and/or other changes in the nature, direction, or flow of the services performed under this Contract.

1.8 After-hours work, as defined by the attached DKI Price list/Terms & Conditions. shall be performed at DKI's discretion as necessary to perform the services under this Contract in a timely and workmanlike manner, unless Owner requests in writing that no after-hours work occur.

1.9 Owner may suspend all work upon written notice to DKI specifying reasons for suspension, after which, in the event said reasons relate to DKI's performance, DKI shall have 72 hours from date of receipt of written notice to remedy said problems (except reasons related to reasonable delays caused by strikes, accidents, weather, or other unforeseen scheduling problems). DKI shall also have the option to immediately withdraw from the project. Upon said withdrawal, Owner shall pay DKI for all sums due and services performed under this Contract through the date of withdrawal.

1.10 DKI may suspend all work if payments are not made by Owner in accord with the Terms & Conditions of this Contract.

1.11 DKI recommends that Owner hire or assign person(s) to act as liaison of the project between Owner and DKI in order to provide Owner with verification of labor, equipment, materials, and other resources utilized by DKI on the project.

1.12 DKI shall not be required by Owner or its agents (insurance companies, consultants, clerks, etc.) to follow or use any forms, documents, methods, or procedures to document and support the charges and invoices for the services performed under this Contract unless DKI agrees to do so in writing prior to the commencement of said services. Owner agrees to accept and pay DKI's invoice(s) as supported by itemized forms and/or electronic spreadsheets or worksheets generated by DKI. its subcontractors, and its providers.

1.13 Unless otherwise agreed to in writing by DKI and Owner, DKI shall submit a Final Invoice for the services performed under this Contract with a package of supporting documentation which may include: 1. Daily activities sheets and/or logs itemizing the use of dehumidification and environmental controls equipment, generators and electrical supply equipment, miscellaneous other equipment, materials and consumables, and vehicles and trailers; 2. DKI daily time sheets itemizing the use of labor and/or daily timesheets from 3rd party labor resource providers, including Per Diems for all workers for whom DKI provides lodging and/or meals/incidental expenses as per the DKI Price list; 3. Subcontractor invoices plus 20% for all subcontractor services provided by 3rd party vendors, except 3rd party labor vendors whose invoices shall be billed at the labor rate in the DKI Price list; 4. Receipts and expense plus 20% for all fuel vendors, freight vendors, travel vendors, credit card vendors, and any and all other types of vendors necessary to help restore Owner's property; 5. Sales tax, if applicable. Owner agrees to accept and pay DKI's Final Invoice as supported by the documentation provided with the invoice whether generated electronically, by hand, or in some other manner.

1.14 Owner shall accept affidavits and allow modification relative to any document provided in support of DKI's invoice where said document reflects missing, incorrect, or illegible data as to date, amount, name, and/or location, provided that DKI provides all affidavits under oath and initials and dates all modification without covering up or concealing the original data contained therein.

1.15 If Owner requires more than one invoice for a multi-unit building, Owner must request such unit-by-unit invoicing in writing before the commencement of the project, after which DKI will make reasonable best efforts to provide such unit-by-unit invoicing, so long as it has adequate personnel available for the task prior to said commencement.

_____ Owner Initials

Article 2. Audit Procedures

2.1 In the event Owner or insurance company engages a consultant, clerk, CPA, competitor, and/or other entity to conduct a review, evaluation, and/or audit (hereinafter "audit") of DKI's invoice and supporting documentation, either during the project or after the project is completed, all parties to said audit (Owner, DKI, insurance company, and/or auditing entities) must sign DKI's confidentiality & non-disclosure agreement before the audit can begin.

2.2 All review, evaluation, and auditing shall be done at DKI's corporate headquarters in Pensacola, FL, or at a location approved in writing by DKI.

2.3 Owner agrees to pay all DKI personnel time dedicated to the audit response at a rate of $65.00/hr. and all incidental expenses associated with said audit response (travel, lodging, meals, etc.) on an actual-cost basis.

2.4 Owner agrees that the auditing entity's report detailing a list of all disputed items and the reasons for each dispute shall be completed and presented to DKI within 15 days following DKI's submission of its Final Invoice to the Owner and insurance company. If the auditing entity's report is not completed and presented to DKI within this 15-day time period, Owner shall be deemed to have accepted DKI's Final Invoice without dispute, and shall pay DKI the full amount of its Final Invoice within 5 business days thereafter.

2.5 Following the timely completion and presentation of the auditing entity's report, Owner agrees to pay DKI all undisputed funds within 5 business days of the completion and presentation of the auditing entity's report.

2.6 All subsequent negotiations related to disputed items and related funds shall take place at DKI's corporate headquarters in Pensacola, FL, or at a location approved in writing by DKI. If the parties cannot resolve the disputed matters through negotiation, the dispute shall be resolved in accord with the terms of Section 5.1 below.

Article 3. Indoor Air Quality (IAQ) Statement

3.1 DKI shall not, without further written agreement, be responsible for the identification, testing, sampling, removal, abatement, or remediation of any environment, pollutant, contaminate, hazard, toxin, condition, irritant, material, or problem, including but not limited to asbestos, lead, molds, fungi, bacteria, mildew, mycotoxins, spores, or other irritants of any kind or the correction of building, fire, or code violations.

3.2 DKI recommends that if Owner has any concerns related to IAQ or if the property has a history of moisture-related problems, Owner should have an indoor air quality pre-test conducted by a certified Industrial Hygienist to determine and identify the existence of any microbial growth, hazardous materials, and/or other environmental pollutants to develop a protocol for their removal, abatement, or remediation (to be performed by an appropriately licensed and experienced contractor), and to conduct a post-test to determine that the growths, materials, or other pollutants now exist in affected areas at acceptable levels.

3.3 DKI shall not be liable for any and all health, environmental, property damage, or other claims related to IAQ at the property, and the Owner hereby agrees to release, indemnify, and hold DKI harmless relative to any and all such claims related to IAQ.

Article 4. Payment

4.1 Owner shall pay DKI the amount specified on its itemized invoice(s) for the project per the attached DKI Price List, which the Owner has received, reviewed, and approved by signing this Contract and initialing every page.

4.2 Owner shall pay DKI an Emergency Draw, the amount of which shall be determined on a case-by-case basis and recorded on the first page of this Contract, within the time period specified at the signing of this Contract, not to exceed 10 days.

4.3 All amounts invoiced to Owner shall be due and payable within 30 days following the invoice date. All past-due amounts shall be subject to an interest charge equal to the lesser of 1.5% per month or the maximum rate allowed by applicable law.

4.4 If Owner possesses insurance coverage applicable to the services performed under this Contract, Owner authorizes each insurance company providing coverage to pay DKI directly for the services performed. Owner understands and acknowledges, however, that Owner bears the responsibility for all amounts due DKI under this Contract, and no lack of insurance coverage or failure or delay of any insurance company to make payment to Owner or DKI shall relieve Owner of that responsibility.

Article 5. Warranty

5.1 DKI guarantees that all work performed under this Contract shall be performed in a substantially workmanlike manner and guarantees said workmanship for a period of 2 years from the date of completion of the project governed by this Contract. All materials shall be guaranteed under the applicable manufacturer warranty which DKI shall provide to Owner upon request.

Article 6. Warranty

6.1 In the event of dispute between DKI and Owner concerning their respective duties under this Contract, said dispute shall be resolved by final and binding arbitration under the commercial rules of the American Arbitration Association. The prevailing party shall be entitled to reimbursement from the non-prevailing party of reasonable attorney fees, legal expenses, collection fees, interest, and any other expenses incurred in the litigation of a dispute related to this Contract.

_____ Owner Initials

Scope of Work to be Performed

Remove Saturated Drywall

Additional 2 days of drying time

Content munipulation in offices we have to perform demo

Spray all affected areas with anitmicrobial

Remove carpet in one office on the 5th floor

Additional Air Scrubber

NTE $30,000

_____ Owner Initials

PURCHASE ORDER NO. 210071

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
150400
OTIS ELEVATOR COMPANY
8 FARM SPRINGS ROAD
FARMINGTON CT 06032

SHIP TO
FACILITIES MAINTENANCE
SEE BELOW

ATTN: DANYA CLAPP 595-3190

ORDER DATE: 10/02/20	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 21000098	REQ. DATE: 10/02/20
TERMS: NET 30 DAYS	F.O.B.: PREPAY AND ADD	DESC.: SALLY FEMA-4564-DR EMER	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	HURRICANE EMERG REPAIRS - GET 1 ELEVATOR RUNNING FOR COURT SERVICES	5532.3900	5,532.39
02	1.00	LOT	HURRICANE REPAIRS - PUBLIC ELEVATORS - 3 PROPOSAL # RXC200923200714	178851.5800	178,851.58

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330902	54601	5,532.39	SALLY20
02	330904	54601	178,851.58	SALLY20

PAGE TOTAL $	184,383.97
TOTAL $	184,383.97

APPROVED BY Debbie Bowen

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

Req 21000098

210071

FEMA

Congressional and
Intergovernmental Affairs Division
202-646-4500

STATE OF FLORIDA

FEDERAL DISASTER DECLARATION FACT SHEET

SEPTEMBER 23, 2020

Today, September 23, 2020, President Donald J. Trump granted a Major Disaster Declaration for the State of Florida triggering the release of Federal funds to help communities recover from Hurricane Sally that began September 14, 2020, and continuing. Details of the disaster declaration and assistance programs are as follows:

Declaration Number:	FEMA-4564-DR
Incident:	Hurricane Sally
Incident Period:	September 14, 2020, and continuing
Federal Coordinating Officer:	Jeffrey L. Coleman National FCO Program
Individual Assistance (IA):	(Assistance to individuals and households):
IA-Designated Counties:	Under Review.
Public Assistance (PA):	Assistance for emergency work and the repair or replacement of disaster-damaged facilities):
PA-Designated Counties:	Escambia County for all categories of Public Assistance, including direct Federal assistance.

	Bay, Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Okaloosa, Santa Rosa, Walton, and Washington Counties for Public Assistance Category B (emergency protective measures), including direct Federal assistance.
Hazard Mitigation (HM):	(Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):
HM-Designated Areas:	All areas in the State of Florida are eligible to apply for assistance under the Hazard Mitigation Grant Program.
OTHER:	Additional designations may be made at a later date if requested by the State and warranted by the results of further assessments.

###

26001752

Req 21000098

OTIS

Made to move you

Otis Service and Repair Order

DATE: 09/23/2020

TO:
Escambia County
Attn: Accounts Payable
221 Palafox Place
Pensacola, FL 325025827

FROM:
Otis Elevator Company
5625 Dixie Dr., Suite 4
Pensacola, FL 32503

Sarah Kapitanoff
Phone: (850) 207-9479

EQUIPMENT LOCATION:
JUDICIAL CENTER
190 W Government St
Pensacola, FL 32502

PROPOSAL NUMBER: RXC200923200714

MACHINE NUMBER(S) : F98209, F98214, F98257

CUSTOMER DESIGNATION(S) : WEST PUBLIC-1, CENTER PUBLIC, PUBLIC EAST

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

Water intrusion into the elevator system from Hurricane Sally requires the following repairs to return the elevator to safe and reliable operation:

BUILDING REMOVAL OF WATER AND OIL FROM PIT TO CREATE SAFE WORKING CONDITIONS FOR MECHAINCS

Building shall remove the water and/or oil from the elevator pit to prevent further damage to the elevator equipment and avoid environmental issues. All spoils shall be hauled in accordance with EPA standards and are the building representative's responsibility.

NEW CLOSED LOOP DOOR OPERATOR

The existing door operator, linkage, etc. damaged by water shall be removed. A Closed Loop door operator shall be installed. Doors on the car and at the hoistway entrances shall be power operated by means of a closed loop door operator mounted on top of the car. The door operator is a fully closed loop system designed to give consistent door performance with changes in temperature, wind or minor debris in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile. Door operation shall be automatic at each landing with door opening being initiated as the car arrives at the landing and closing taking place after expiration of an adjustable time interval. An electric car door contact shall prevent the elevator from operating unless the car door is in the closed position. Door close shall be arranged to start after a minimum time, consistent with Handicap Requirements. Doors shall be arranged to remain open for an adjustable time period sufficient to meet ADA requirements. The time interval for which the elevator doors remain open when a car stops at a landing shall be independently adjustable for response to car calls and response to hall calls.

NEW OPTIGUARD DOOR-PROTECTION DEVICE

The existing door protection device damaged by water will be removed. A new Optiguard will be installed. The Optiguard door protection system uses 154 infrared emitters and detectors to create an invisible safety net across the elevator entrance. The Optiguard system continuously scans for interrupted beams. If any beam in the curtain is interrupted, the Optiguard system will reopen the elevator door instantly. The Optiguard system's infrared beams also

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detect objects approaching, reducing potential damage to elevator doors caused by passengers, mail carts, stretchers or other moving equipment

NEW TOP OF CAR INSPECTION BOX
The existing top of car inspection box damaged by water shall be removed. A new inspection box will be installed. All damage piping and wiring to the inspection box will be replaced.

NEW TOP OF CAR CONDUIT AND WIRING
The existing conduit, piping and car top wiring damaged by water will be removed. New piping and wiring will be installed servicing all electrical components located on the car top.

NEW TOP OF CAR VENTALATION FAN
The existing ventilation fan damaged by water shall be removed. A new fan with similar characteristics shall be installed. All damaged piping and wiring to the fan will be replaced.

***PLEASE NOTE:
The work quoted in this proposal is due to hurricane and is water related. Unfortunately, water damage is a problem that may not be uncovered during an initial survey. While making the aforementioned repairs and troubleshooting the equipment prior to turnover, we may uncover other water related issues. Should other items be uncovered, they shall be quoted and once approved, we will move forward with that work. Additionally, problems may arise over a period of time and we caution you that other items may have also been exposed to water and future issues may arise.
The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included.
If we are able to place the unit back in service this does not indicate that there is not further damage caused by the Hurricane. If later damage is discovered, Otis Elevator Company cannot be held responsible for the cost of those repairs.
The payments of these repairs are per the terms contained herein. Your payment Otis Elevator Company for these repairs is independent of any reimbursement from your insurance company. Customer UNDERSTANDS and agrees that payment for our services shall not be predicated, CONTINGENT, CONDITIONED UPON, OR OTHERWISE RELATED TO any reimbursement from any insurance company OR ANY OTHER THIRD PARTY.
The price quoted below is based on all work being performed during the normal working hours of the elevator trade.
Any work you authorize to be performed on overtime will be billed as an extra to this contract at our normal billing rates.
Materials will be ordered and this work will be scheduled following our receipt of the executed proposal and payment.
A local Otis representative will then contact you to schedule the work. Upon commencement of this work, should there be an interruption in our ability to complete the work due to issues beyond our control (loss of power, etc.), applicable re-mobilization costs will be billed as an extra at our normal billing rates.
Damaged components that are replaced will be left on-site for your reference and use on any insurance claims. It will be the responsibility of others to secure and retain the damaged components.
The price quoted below does not include sales tax and is valid for 30 days from the date specified above. Please add any applicable tax to the price quoted below.
The price quoted below assumes the work will be scheduled based on the availability of material and manpower to complete the job efficiently. A local representative will contact you to schedule the work.
In the event a third-party inspection agency is required to "inspect" the completed project prior to returning the equipment to normal operation payment in full is due prior to scheduling the final handover/turnover of the equipment.

PRICE: **$ 178,851.58**
One hundred seventy-eight thousand eight hundred fifty-one dollars and fifty-eight cents

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This price is based on a one hundred percent (100 %) downpayment in the amount of $ 178,851.58.

PAYMENT TERMS:

- The base proposal price is contingent upon receiving a pre-payment of 100% of the base contract amount.
- The pre-payment amount is due in full prior to ordering material and/or mobilizing.
- If you choose the alternative down-payment amount listed below, the corresponding Add shall be applied to the base contract amount.

Down Payment Amount	Price Adjustment Percentage	Authorization (Initial)
50%	+10%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Sarah Kapitanoff
Title:
E-mail: sarah.kapitanoff@otis.com

Accepted in Duplicate

CUSTOMER Approved by Authorized Representative		Otis Elevator Company Approved by Authorized Representative	
Date:		Date:	
Signed:	Janine Phillips	Signed:	
Print Name:		Print Name:	Dave Trimmer
Title		Title	General Manager
E-mail:			
Name of Company			

□ Principal, Owner or Authorized Representative of Principal or Owner

□ Agent: _____
(Name of Principal or Owner)

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TERMS AND CONDITIONS

1. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.

2. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

3. This quotation is subject to change or withdrawal by us prior to acceptance.

4. We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. We used commercially reasonable efforts to ensure that the EMS Panorama 2.0 software provided to you is free from viruses and vulnerabilities that may be exploited by third parties. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty shall be voided if said defect is caused by your breach or negligence or unauthorized access or manipulation of the system.

5. We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

6. You shall obtain title to all the equipment, excluding the software, furnished hereunder when final payment for such material is received by us.

7. Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

8. Payments shall be made as follows: A down payment of hundred percent (100%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed, the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

9. Any material removed by us in the performance of the work shall become our property.

10. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

11. We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

12. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

13. Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or actors, or act of God, provided, however, that, should loss of or damage to our material or work occur at the site, you shall compensate us therefor unless such loss or damage results from our acts or omissions.

14. We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

15. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages, excluding special, consequential damages (INCLUDING DAMAGES FOR LOSS OF PROFITS, DAMAGES TO ANY COMPUTER, DEVICE, OR SYSTEM, LOSS OF DATA, GOODWILL, USE OR OTHER LOSSES), indirect damages, punitive damages, and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

16. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN. WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE IS FREE FROM VIRUSES OR VULNERABILITIES WHICH MAY BE EXPLOITED BY A THIRD PARTY; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

17. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

18. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

19. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

20. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.

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OTIS

5500 Village Blvd
West Palm Beach, FL 33407

CUSTOMER NO.	DATE	INVOICE NO.
92753647	09/23/20	TMP19467001

INVOICE

AMOUNT DUE
5,532.39

PAYMENT DUE UPON RECEIPT

MAIL PAYMENT TO:
OTIS ELEVATOR COMPANY
P.O. BOX 730400

DALLAS TX
753730400

ESCAMBIA COUNTY
ATTN: ACCOUNTS PAYABLE
221 PALAFOX PLACE
PENSACOLA FL
325025827

ENCLOSE THIS COUPON WITH YOUR PAYMENT.
MAKE CHECK PAYABLE TO: OTIS ELEVATOR COMPANY

INVOICE

DETACH RETURN DOCUMENT ALONG PERFORATION

OTIS ELEVATOR COMPANY
** INVOICE CHARGES **

BUILDING REFERENCE	CUSTOMER NO.	DATE	INVOICE NO.
JUDICIAL CENTER 190 W GOVERNMENT ST	92753647	09/23/20	TMP19467001

PENSACOLA FL
32502

**100% DOWN PAYMENT:TROUBLESHOOT
PROP # RXC200922092653

SUBTOTAL	5,532.39
TAX	.00
FREIGHT	.00
TOTAL AMOUNT DUE	5,532.39

ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT OTIS AT: (850-473-1244)

WE CERTIFY THAT GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF.

OVERDUE PAYMENTS SHALL BEAR AN INTEREST CHARGE OF THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS.

USNCB

OTIS

Made to move you

Otis Service and Repair Order

DATE: 09/22/2020

TO:
Escambia County
Attn: Accounts Payable
221 Palafox Place
Pensacola, FL 325025827

FROM:
Otis Elevator Company
5625 Dixie Dr., Suite 4
Pensacola, FL 32503

Terrance Coyne
Phone: (850) 637-7547

EQUIPMENT LOCATION:
JUDICIAL CENTER
190 W Government St
Pensacola, FL 32502

PROPOSAL NUMBER: RXC200922092653

MACHINE NUMBER(S) : F98209

CUSTOMER DESIGNATION(S) : WEST PUBLIC-1

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

Troubleshoot

Otis will provide the labor to troubleshoot the above referenced elevator after hurricane Sally. Once the troubleshoot is complete, there will be an additional proposal sent to correct repairs determined from troubleshooting.

PRICE: $ 5,532.39
Five thousand five hundred thirty-two dollars and thirty-nine cents

This price is based on a one hundred percent (100 %) downpayment in the amount of $ 5,532.39.

PAYMENT TERMS:

- The base proposal price is contingent upon receiving a pre-payment of 100% of the base contract amount.
- The pre-payment amount is due in full prior to ordering material and/or mobilizing.
- If you choose the alternative down-payment amount listed below, the corresponding Add shall be applied to the base contract amount.

Down Payment Amount	Price Adjustment Percentage	Authorization (Initial)
50%	+10%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled

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TERMS AND CONDITIONS

1. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.

2. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

3. This quotation is subject to change or withdrawal by us prior to acceptance.

4. We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. We used commercially reasonable efforts to ensure that the EMS Panorama 2.0 software provided to you is free from viruses and vulnerabilities that may be exploited by third parties. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty shall be voided if said defect is caused by your breach or negligence or unauthorized access or manipulation of the system.

5. We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

6. You shall obtain title to all the equipment, excluding the software, furnished hereunder when final payment for such material is received by us.

7. Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

8. Payments shall be made as follows: A down payment of hundred percent (100%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed, the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

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10. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.

11. We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

12. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

13. Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or actors, or act of God, provided, however, that, should loss of or damage to our material or work occur at the site, you shall compensate us therefor unless such loss or damage results from our acts or omissions.

14. We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

15. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense, (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages, excluding special, consequential damages (INCLUDING DAMAGES FOR LOSS OF PROFITS, DAMAGES TO ANY COMPUTER, DEVICE, OR SYSTEM, LOSS OF DATA, GOODWILL, USE OR OTHER LOSSES), indirect damages, punitive damages, and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

16. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN. WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE IS FREE FROM VIRUSES OR VULNERABILITIES WHICH MAY BE EXPLOITED BY A THIRD PARTY; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

17. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

18. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

19. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

20. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.

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150400 Req 21000098

W-9

Rev. October 2018
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
OTIS ELEVATOR COMPANY

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
8 FARMS SPRINGS ROAD

Requester's name and address (optional)

6 City, state, and ZIP code
FARMINGTON CT 06032

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
[1][3] - [5][5][8][3][3][8][9]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 12/26/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

UPDTD 1-11-19 le

PURCHASE ORDER NO. 210181

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
150141 FAX: 904-384-7368
OLSEN ASSOCIATES INC
2618 HERSCHEL STREET
JACKSONVILLE FL 32204-4512

SHIP TO
COMMUNITY & ENVIRONMENT DEPT.
221 PALAFOX PLACE
PENSACOLA FL 32502
ATTN: SUSAN HOLT 850-595-4579

ORDER DATE: 10/05/20	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 21000203	REQ. DATE: 10/05/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.: HURRICANE SALLY	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	PROFESSIONAL SERVICES FOR HURRICANE SALLY POST-DISASTER DESIGN SURVEY AND REPORT PENSACOLA BEACH, FL BEACH RESTORATION PROJECT	48850.0000	48,850.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330905	53101	48,850.00	

PAGE TOTAL $	48,850.00
TOTAL $	48,850.00

APPROVED BY

Original Purchase Order

TAX ID 85-8013888011C-3
FED ID 59-6000-598

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. E x c e s s quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

21000203
21018/

olsen associates, inc.
Coastal Engineering

MEMORANDUM

Date: 29 September 2020

To: Timothy Day – Senior Manager
Natural Resources Management Department
Escambia County, FL

From: Albert E. Browder, Ph.D., P.E. AEB
Principal Engineer, Project Manager

Re: Pensacola Beach, FL, Beach Restoration Project
Hurricane Sally Post-Disaster Design Survey and Report

The attached Proposal is submitted to collect beach profile data along the pre-established FDEP beach monitoring survey transects at Pensacola Beach following the impacts of Hurricane Sally on 14-16 October 2020 and determine project design needs following the storm. The survey will include the 44 R-monument profiles within the engineered beach project limits traditionally surveyed as part of the ongoing project monitoring program (R-108 to R-151).

All tasks associated with this effort are eligible for potential reimbursement under FEMA Category G public assistance guidelines. The data collected and the report produced are necessary to assist the FEMA Project Officer in preparing FEMA Project Worksheets for public assistance funding.

Please do not hesitate to contact us with any questions. Thank you.

Att.: Task Order

olsen associates, inc. I 2618 Herschel Street I Jacksonville, FL 32204 I 904.387.6114 I FAX 904.384.7368
www.olsen-associates.com

ESCAMBIA COUNTY, FL
Task Order Memorandum

To:	Olsen Associates, Inc. 2618 Herschel Street Jacksonville, FL 32204	**Date:** **Contract:** **Request Made By:** **Request Received By:**	29 September 2020 Coastal Engineering Timothy Day Albert E. Browder, Ph.D., P.E.

Task Order Descriptions: Hurricane Sally Post-Disaster Design Survey and Report
Pensacola Beach, FL, Beach Restoration Project

Subsequent to the impacts to the engineered beaches of Pensacola Beach from Hurricane Sally on 14-16 September 2020, the consultant shall establish post-storm design conditions via subcontractor topographic/hydrographic survey for repairs to the engineered beach fill project by way of survey and coastal engineering analyses. Said results shall be transferred to the County for purposes of pursuing FEMA Project Worksheets related to Hurricane Sally and establishing pre-repair conditions for design and eventual construction of the repairs to the engineered beach (as determined by the survey results). Work performed under this Task Order will be suitable for submittal to FEMA for reimbursement as a project-related cost under Public Assistance Category "G."

Description	**Total NTE Budget**
Post-Sally Beach Profile Design Survey (43 transects), Report of Findings, County/SRIA//FL DEM/FEMA Liaison	$48,850.00

Requested Completion Date: 60 days from receipt of post-storm survey

Olsen Associates, Inc.

Albert E. Browder, Ph.D., P.E.
Principal Engineer/V.P.

Date:

29 September 2020

Escambia County, FL

Timothy R. Day
Senior Natural Resources Manager

Date:

30 Sep 2020

PURCHASE ORDER NO. 210213

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
425962
HANSSEN GLASS LLC
7465 N PALAFOX ST
PENSACOLA FL 32503

SHIP TO
FACILITIES MAINTENANCE
SEE BELOW

ATTN: DANYA CLAPP 595-3190

ORDER DATE: 10/06/20	BUYER: LAWRENCE GORDON	REQ. NO.: 21000263	REQ. DATE: 10/05/20
TERMS: NET 30 DAYS	F.O.B.: PREPAY AND ADD	DESC.: SALLY FEMA-4564-DR	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	HURRICANE REPAIRS - GLASS FRONT DOORS AT THE PCOLA BAY CENTER - SEE ATTACHED PROPOSAL	313700.0000	313,700.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	330904 54601	313,700.00	SALLY20

PAGE TOTAL	$	313,700.00
TOTAL	$	313,700.00

APPROVED BY Debbie Bowen

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
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8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
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13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
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19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
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26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
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29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

Reg # 21000263

George C Bush

From: Cassie C. Boatwright
Sent: Saturday, October 3, 2020 2:38 PM
To: George C Bush; Terry Whitman
Subject: Fwd: Bay Center Curtainwall Repairs

Sent from my iPhone

Begin forwarded message:

From: "Janice P. Gilley" <JanicePGilley@myescambia.com>
Date: October 3, 2020 at 1:47:47 PM CDT
To: "Cassie C. Boatwright" <ccboatwright@myescambia.com>, "Amber M. McClure" <ammcclure@myescambia.com>
Cc: Elizabeth Kissel <ekissel@myescambia.com>
Subject: RE: Bay Center Curtainwall Repairs

Please proceed.

Best,

Janice P. Gilley
County Administrator
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32502
janicepgilley@myescambia.com

MASK UP, Escambia!

myescambia.com

Be calm. Be clean. Be healthy.

From: Cassie C. Boatwright <ccboatwright@myescambia.com>
Sent: Saturday, October 3, 2020 1:37 PM
To: Amber M. McClure <ammcclure@myescambia.com>
Cc: Janice P. Gilley <JanicePGilley@myescambia.com>
Subject: Re: Bay Center Curtainwall Repairs

Shall we proceed?

Sent from my iPhone

On Oct 3, 2020, at 1:30 PM, Amber M. McClure <ammcclure@myescambia.com> wrote:

Yes this is TDT eligible - we can fund with TDT cash until FEMA reimburses...then we'll reclassify the expense.

Amber M. McClure, CPA
Chief Budget Officer
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32502
ammcclure@myescambia.com

Get Outlook for iOS

From: Janice P. Gilley <JanicePGilley@myescambia.com>
Sent: Saturday, October 3, 2020 1:06:52 PM
To: Cassie C. Boatwright <ccboatwright@myescambia.com>
Cc: Amber M. McClure <ammcclure@myescambia.com>
Subject: RE: Bay Center Curtainwall Repairs

Approved. Can we use the TDT funds for this until reimbursement comes through?

Best,

Janice P. Gilley
County Administrator
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32502
janicepgilley@myescambia.com
<image001.jpg>

From: Cassie C. Boatwright <ccboatwright@myescambia.com>
Sent: Friday, October 2, 2020 12:58 PM
To: Janice P. Gilley <JanicePGilley@myescambia.com>
Cc: Amber M. McClure <ammcclure@myescambia.com>
Subject: Fwd: Bay Center Curtainwall Repairs

$311k for the exterior storefront doors that were damaged by wind at the Bay Center. This is from the lowest bidder they received when they replaced some last year. Right now we are having to screw the together and chain them.

May we proceed? Lead time will likely be 6weeks.

Sent from my iPhone

Begin forwarded message:

From: George C Bush <GCBUSH@myescambia.com>
Date: October 2, 2020 at 12:27:59 PM CDT
To: "Cassie C. Boatwright" <ccboatwright@myescambia.com>
Cc: Danya L Clapp <DLCLAPP@myescambia.com>, "John H. Townsend" <JHTOWNSEND@myescambia.com>
Subject: Bay Center Curtainwall Repairs

FEMA

Congressional and
Intergovernmental Affairs Division
202-646-4500

STATE OF FLORIDA

FEDERAL DISASTER DECLARATION FACT SHEET

SEPTEMBER 23, 2020

Today, September 23, 2020, President Donald J. Trump granted a Major Disaster Declaration for the State of Florida triggering the release of Federal funds to help communities recover from Hurricane Sally that began September 14, 2020, and continuing. Details of the disaster declaration and assistance programs are as follows:

Declaration Number:	FEMA-4564-DR
Incident:	Hurricane Sally
Incident Period:	September 14, 2020, and continuing
Federal Coordinating Officer:	Jeffrey L. Coleman National FCO Program
Individual Assistance (IA):	(Assistance to individuals and households):
IA-Designated Counties:	Under Review.
Public Assistance (PA):	Assistance for emergency work and the repair or replacement of disaster-damaged facilities):
PA-Designated Counties:	Escambia County for all categories of Public Assistance, including direct Federal assistance.

	Bay, Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Okaloosa, Santa Rosa, Walton, and Washington Counties for Public Assistance Category B (emergency protective measures), including direct Federal assistance.
Hazard Mitigation (HM):	(Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):
HM-Designated Areas:	All areas in the State of Florida are eligible to apply for assistance under the Hazard Mitigation Grant Program.
OTHER:	Additional designations may be made at a later date if requested by the State and warranted by the results of further assessments.

###

HANSSEN GLASS L.L.C.
COMMERCIAL DIVISION

Quotation

7465 N. Palafox St.
Pensacola FL. 32503

FAX: (850) 478-8244
Brad's Cell: 393-2312
Eric's Cell: 393-6538
Jake's Cell: 497-5533
Laurens's Cell: 393-7416

Date: 9/30/20
To: Terry Whitman
Attn:
Phone:

Re: Pensacola Bay Center
Mat Req: Hurricane Remediation
FAX:

We are quoting the above project, including only the materials and services expressly detailed below. Changes to this scope of work due to ommision adds or changes to bid documents are subject to re-quote. ENGINEERED DRAWINGS OR PE STAMP ARE NOT INCLUDED UNLESS SPECIFICALLY NOTED. Note: If Independent Engineer Calculations & stamped drawings are not specified then it is the responsibility of the Architect/Owner to insure that he structure substrate conforms to the product test report anchoring specifications. This Quotation will be referred to on and made an integral part of all contracts or purchase orders. EXCLUSIONS: Final Cleaning, Field Testing, Mockups, and Protection. ANY & ALL CONNECTION, ACTIVATION & WIRING OF ELECTRICAL HARDWARE IS SPECIFICALLY EXCLUDED FROM OUR SCOPE OF WORK. NOTE: BONDING,LIQUIDATED DAMAGES, OR SPECIAL PERFORMANCE REQUIREMENTS ARE NOT INCLUDED IN THIS QUOTATION UNLESS SPECIFICALLY NOTED; AND MAY ADD TO THIS PRICE.

COPE: Furnish/Install - Impact Rated - Bronze Anodized curtainwall system as shown on the attached elevations.

ıss is included as Clear impact Insulated - 1 5/16" at sidelights and transoms with 9/16" Clear/Clear Impact at Doors.

ors are included as Medium Stile with Continuous Hinges, Dark Bronze Push Pulls, Standard Closers, First Choice Panics

d BEST Compatible Cylinders. Dark Bronze Metal Transom panels are Given as an Add price for 2nd Floor SE and N Fran

:LUSIONS: Wood/Hollow Metal Doors and Frames, Waterproofing Membranes, Electrical Hookup, Wiring, Break Metal, Final Cleaning, tection of installed Products, Plywood, 3rd Sealant Joints, (2 included, 1 Interior, and 1 Exterior), Nailing wood Stops, Drilling Wood Stops ling HM Stops, Mirrors, Electric Hardware, Water Testing, Feild Testing, Interior Window Sills, SS Flashing, Welding. Mag locks

SEE PAGE 2 FOR PRICING OPTIONS

Total Quote: $313,700.00

Thank You,

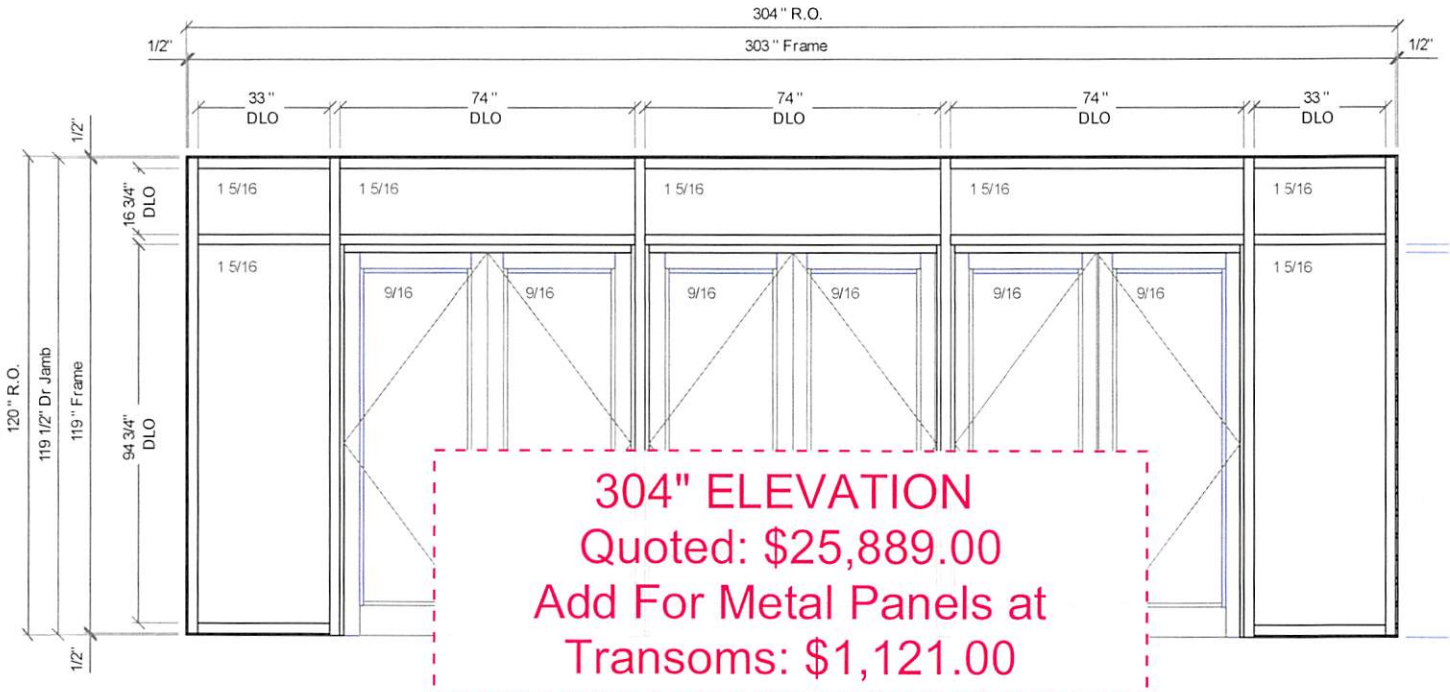
Price good for 45 days

PLEASE SIGN AND RETURN TO ORDER(X)

ɔuld either party or successor to a party in interest in this contract be required to file suit to recover, enforce or interpret this contract, the prevailing party in any such suit, litiga-

IF MULTIPLES ARE TO BE BO

ALL ELEVATIONS ARE
DOORS - MEDIUM STILE WITH SUBFI
STANDARD PANICS, DARK BRONZE PU



304" ELEVATION
Quoted: $25,889.00
Add For Metal Panels at
Transoms: $1,121.00

Pensacola Bay Center - Hurricane Damage - Door Replacement - 1 - 001 - 304 INCH ELEVATION (1 Thus)
Frame: (Bronze) PW257 HIR Curtain Wall - Captured 1-5/16 in. Glazing

304" Wide Elevations

- Gate 1 North Entrance
- Gate 2 South Entrance
-Gate 3 North Entrance
- Gate 4 South Entrance
- 2nd Floor Northwest Entrance - Add AL Panels
- 2nd Floor Southwest Entrance - Add AL Panels
- 2nd Floor Northeast Entrance - Add AL Panels
- 2nd Floor Southeast Entrance - Add AL Panels

HANSSEN GLASS L.L.C.
COMMERCIAL DIVISION

Quotation

7465 N. Palafox St.
Pensacola FL. 32503

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:LUSIONS: Wood/Hollow Metal Doors and Frames, Waterproofing Membranes, Electrical Hookup, Wiring, Break Metal, Final Cleaning, tection of installed Products, Plywood, 3rd Sealant Joints, (2 included, 1 Interior, and 1 Exterior), Nailing wood Stops, Drilling Wood Stops ling HM Stops, Mirrors, Electric Hardware, Water Testing, Feild Testing, Interior Window Sills, SS Flashing, Welding. Mag locks

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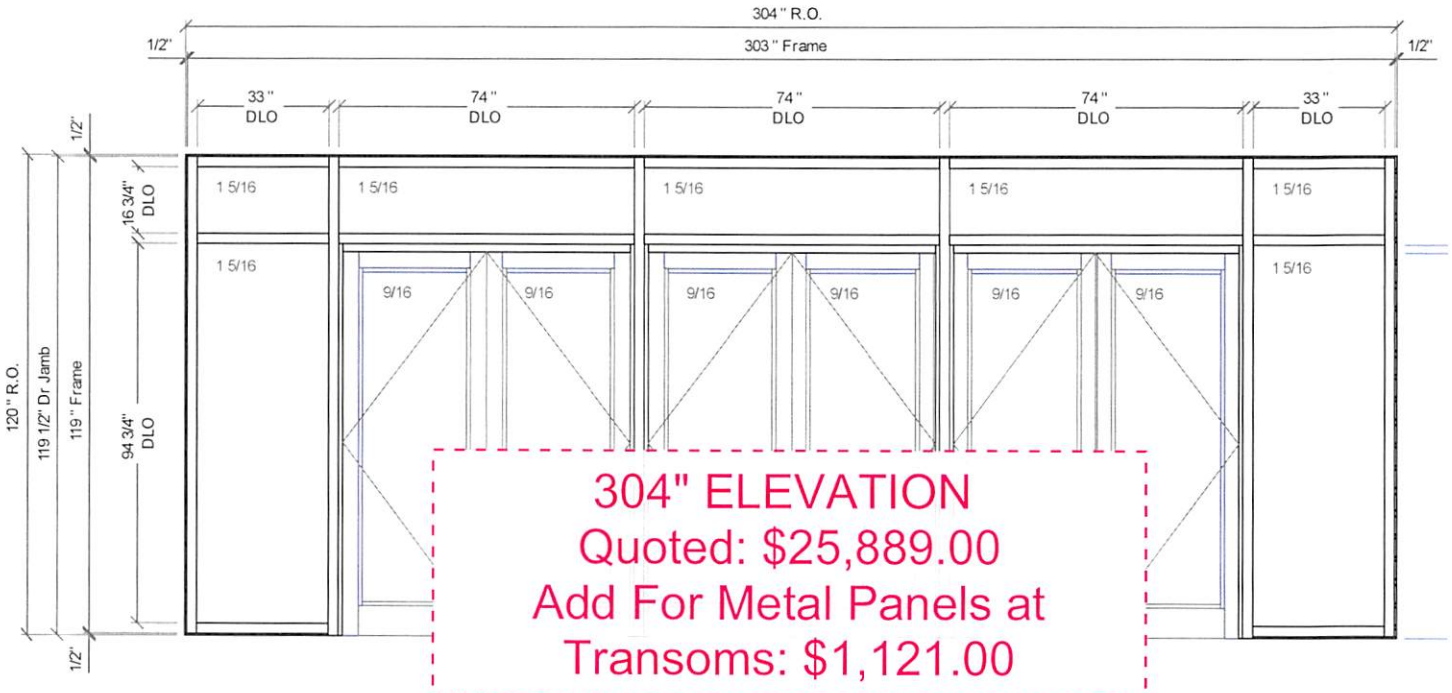
STANDARD PANICS, DARK BRONZE PU



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- 2nd Floor Northwest Entrance - Add AL Panels
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- 2nd Floor Northeast Entrance - Add AL Panels
- 2nd Floor Southeast Entrance - Add AL Panels

PURCHASE ORDER NO. 210241

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
034103 FAX: 850-433-2215
SERVICEMASTER PROFESSIONAL CLNG SRV
P O BOX 12652
PENSACOLA FL 32591

SHIP TO
FACILITIES MAINTENANCE
SEE BELOW

ATTN: DANYA CLAPP 595-3190

ORDER DATE: 10/07/20	BUYER: PAUL NOBLES	REQ. NO.: 21000063	REQ. DATE: 09/28/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.: SALLY FEMA 4564-DR	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	EMERGENCY STORM MITIGATION AT VARIOUS LOCATIONS - SEE ATTACHED CURRENT PROPOSED LIST OF DAMAGED BUILDINGS AND ESTIMATES OF COST.	85000.0000	85,000.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	330902 54601	85,000.00	SALLY20

PAGE TOTAL $ 85,000.00
TOTAL $ 85,000.00

APPROVED BY Debbie Bowen

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
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Escambia County
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221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

Danya L Clapp

From: George C Bush
Sent: Tuesday, September 29, 2020 10:34 AM
To: Danya L Clapp
Cc: Cassie C. Boatwright; John H. Townsend; Karen E Myers
Subject: FW: [EXTERNAL]SericeMaster Jobs / Escambia County.

FYI

From: Brandon Tech <btech@svmrs.com>
Sent: Tuesday, September 29, 2020 10:23 AM
To: George C Bush <GCBUSH@myescambia.com>
Cc: Andy Troxell <atroxell@svmrs.com>
Subject: [EXTERNAL]SericeMaster Jobs / Escambia County.

AS DJ 10/1/20

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Good morning, Mr. Bush.

Below are the jobs we are working on for Escambia County. Each job listed below will accompany a "Not to exceed" estimate. All jobs will be billed and invoiced using the approved Escambia County Time and Material Rate Sheet, which is on file. The invoiced amount may be less than listed below but will not exceed prices quoted.

Probation Office, 2251 North Palafox Street
NTE: $20,000

Equestrian Center
NTE 4,500

Pensacola Bay Center, 201 East Gregory
NTE: $40,000

Rebuild NW Florida, 150 West Maxwell Street
NTE: $3500.00

Escambia Health Dept, 1295 West Fairfield Drive
NTE: $2500.00

County Commissioners Office, 221 Palafox Place
NTE: $1000.00

Please let me know if you have any further questions what-so-ever.

At your service,

Brandon W. Tech

VP of National Accounts

ServiceMaster Recovery Management

Florida, Georgia, Alabama

(404) 900-8892

www.srmcat.com





SRM
ServiceMASTER
Recovery Management

GSA **Schedule 84**
Contract GS-07F-053CA

ServiceMaster Recovery Management

WE ARE ALWAYS READY. NOW YOU CAN BE TOO.

ServiceMaster Recovery Management (SRM) provides you with peace of mind in the event your business suffers a loss as a result of fire, water, or storm-related events. With a network of experts across 600 locations and the backing of the $3 billion ServiceMaster Company, SRM can respond quicker, manage more effectively and put you back in business faster.

Pre-Loss Planning: We work with you to develop a tailored recovery plan based on your business' unique needs.

Pre-Approved Pricing: A pre-approved pricing schedule is always in place before you ever utilize our services.

Designated Account Manager: SRM provides you with a personal Account Manager to whom you can turn before, during and after a loss.

Global Large Loss Experience: Our team of large loss specialists has managed large loss projects in 27 countries worldwide.

Priority Response to Your Loss: As an SRM Recover client, you'll receive preferred status to our array of services, resources and response capabilities.

24/7/365 Emergency Response Network: We have emergency responders located in 90% of U.S. zip codes, along with 21 international partner locations.

Unparalleled Resources: We're an industry leading disaster recovery company. Our nationwide resources, equipment and manpower assures you that we can handle disasters of any size.

One Touch Solution: From initial emergency response to total reconstruction services, SRM is the single-source solution for all your recovery needs.

Disaster Operations Center: Our Disaster Operations Center tracks global weather and potentially catastrophic events that may impact your business.

Advanced Resource and Equipment Staging: By having the ability to provide power, water and sanitation services in addition to implementing pre-loss preventative measures, SRM truly is a recovery partner you can rely on.

Jabin Newhouse
Vice President
Response Number: 800-954-9444
jabin.newhouse@smdsi.com

DSI Holdings Corporation d/b/a SRM GSA
Contract # GS-07F-053CA
SIN 426-4F
DUNS 80 563 9853
CAGE Code 3R9W9
NAICS Codes: 541990, 561740, 561790
www.ServiceMasterDSI.com

SRM ServiceMASTER Recovery Management

GSA **Schedule 84**
Contract GS-07F-053CA

SERVICES

Mobilization
- Catastrophe and Mini CAT Management
- Contingency Plan Implementation
- Mobile Command Centers
- Storm Tracking and Resource Allocation
- Immediate Site Inspections and Estimates
- Advanced Equipment and Resources Staging
- Temporary Buildings/Temporary Shelters/CAT-Tent Communities

Building & Site Stabilization
- Water Mitigation
- Board-Up
- Temporary Roofing
- Thermal Imaging and Moisture Mapping
- Dehumidification and Moisture Control
- Fire, Smoke and Water Damage Restoration
- Odor Control
- Emergency Power/Lighting
- Temporary Air Conditioning and Cooling Towers
- Security Fencing and Armed Guards
- Portable Toilets, Showers, Hand - Washing Stations and Laundry Facilities
- Fuel Tankers
- Dry Ice Blasting and Pressure Washing

Content Restoration
- Electronics and Telecommunications
- Equipment Restoration
- Machinery/Industrial Equipment Restoration
- Hard Drive Data Retrieval
- Document/Vital Records Restoration
- Media Recovery
- Fine Art Restoration
- Complete Pack-Out, Shipping and Storage
- Contents Inventory Management

Environmental Services
- Engineering Controls/Consulting
- Professional, Licensed Testing
- Mold Remediation
- Bacteria and Virus Remediation
- Asbestos and Lead-Based Paint Abatement

Biohazard Services
- Trauma Cleaning

Construction Services
- Project Management
- Consulting
- Fixed-Cost Estimates
- Complete Interior and Exterior Renovations
  - Painting
  - Carpentry
  - Floor Covering
  - Tile, Carpet, VCT, Laminate
  - Finished Hardwood
  - Drywall
- Demolition and Site Cleanup
- Engineering
- Roofing
- Complete Interior and Exterior Renovations
- Electrical, Plumbing and HVAC

Pre-Loss Planning
- Pre-Disaster Strike Property Assessment

SRM ServiceMASTER Recovery Management

Response Number: 800-954-9444
www.ServiceMasterDSI.com

GSA U.S. General Services Administration

SRM ServiceMASTER Recovery Management

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: http://www.gsaadvantage.gov

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT

SCHEDULE TITLE: TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DIASTER RESPONSE

FSC GROUP: 84

CONTRACT NUMBER:
GS-07F-053CA

PERIOD COVERED BY CONTRACT:
December 18, 2014 through December 17, 2019

DSI Holdings Corporation d/b/a ServiceMaster

2400 Wisconsin Ave
Downers Grove, IL 60515-4019
(P) 800-954-9444
(F) 630-437-5590
www.servicemasterdsi.com

Contractor's Administration Source: jabin.newhouse@smdsi.com

General Services Administration
Management Services Center Acquisition Division
Modification #**PA-002**, dated **December 7, 2015**

Business Size: **Large**
DUNS: **805639853**
For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at http://www.fss.gsa.gov.

GSA AWARDED TERMS AND CONDITIONS
DSI HOLDINGS CORPORATION D/B/A SERVICEMASTER

1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

SIN 426-4F: Emergency Preparedness and First Responder Equipment, Training and Services

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** Refer to Pricelist

1c. **HOURLY RATES (Services Only):** Refer to Pricelist

2. **MAXIMUM ORDER*:** $200,000 per SIN 426-4F

*If the "best value" selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

3. **MIMINUM ORDER:** $100

4. **GEOGRAPHIC COVERAGE:** Domestic, 48- Contiguous States and Washington, DC

5. **POINT(S) OF PRODUCTION:** Refer to Pricelist

6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in the attached pricing table

7. **QUANTITY DISCOUNT(S):** None

8. **PROMPT PAYMENT TERMS:** 0%, Net 30 Days

9a. Government purchase cards ***are accepted*** at or below the micro-purchase threshold

9b. Government purchase cards ***are not accepted*** above the micro-purchase threshold

10. **FOREIGN ITEMS:** Refer to Pricelist

11a. **TIME OF DELIVERY:** To be Negotiated on Each Order

11b. **EXPEDITED DELIVERY:** To be Negotiated on Each Order

11c. **OVERNIGHT AND 2-DAY DELIVERY:** To be Negotiated on Each Order

11d. **URGENT REQUIREMENTS**: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery

12. **FOB POINT:** Origin – Equipment
Destination - Labor

13a. **ORDERING ADDRESS:**
DSI Holdings Corporation d/b/a ServiceMaster
2400 Wisconsin Ave.
Downers Grove, IL 60515-4019
P: 844-473-2324
F: 630-437-5590

13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. **PAYMENT ADDRESS:**
DSI Holdings Corporation d/b/a ServiceMaster
2400 Wisconsin Ave.
Downers Grove, IL 60515-4019

15. **WARRANTY PROVISION:** Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.

16. **EXPORT PACKING CHARGES:** N/A

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** Accepted at and below the micro-purchase threshold

18. **Terms and conditions of rental, maintenance, and repair (if applicable):** N/A

19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

24a. **SPECIAL ATTRIBUITES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

24b. **Section 508 Compliance for EIT:** N/A

25. **DUNS NUMBER:** 805639853

26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active, CAGE Code 3R9W9

DSI Holdings Corporation dba ServiceMaster
Awarded Pricelist - Equipment

SIN	Manufacturer/ Brand Name	MFR Part No	Product Name	Product Description	UOI	Awarded GSA Net Price	Country Of Origin
General							
426-4F	ServiceMaster	50800 ElectroRoto	20" Roto Floor Machine	20" Roto Floor Machine	Each per Day	$ 29.62	US
426-4F	Craftsman	619-3398	Air Compressor, Portable electric	Air Compressor, Portable electric	Each per Day	$ 23.70	US
426-4F	Nikro	UR 2000	Air Scrubber 2000 CFM	Air Scrubber 2000 CFM	Each per Day	$ 108.61	US
426-4F	Dricaz	F284-5M	Air Scrubber 600 CFM	Air Scrubber 600 CFM	Each per Day	$ 108.61	US
426-4F	SprayTech	EPX2155	Airless Sprayer	Airless Sprayer	Each per Day	$ 70.11	US
426-4F	Cold Jet	AERO80	Blasting Unit -Dry-Ice (Comp. Not Incl.)	Blasting Unit -Dry-Ice (Comp. Not Incl.)	Each per Day	$ 296.22	US
426-4F	ServiceMaster	Boss 2000LE	Carpet Machine (cold)	Carpet Machine (cold)	Each per Day	$ 59.24	US
426-4F	Tennant	1510	Carpet Machine (hot)	Carpet Machine (hot)	Each per Day	$ 148.11	US
426-4F	ACRO Mfr.	T9A18372A	Cart, Flat Cart	Cart, Flat Cart	Each per Day	$ 23.70	US
426-4F	Ohio Steel Poly	4048P-SD	Cart, Poly Dump Cart	Cart, Poly Dump Cart	Each per Day	$ 34.56	US
426-4F	Global	T9A168031	Dolly - Appliance	Dolly - Appliance	Each per Day	$ 14.81	US
426-4F	IBC Tote	H-3886	Drum, Plastic DOT safety with base	Drum, Plastic DOT safety with base	Each per Day	$ 9.87	US
426-4F	ServiceMaster	Dry Cleaning Unit -Portable	Dry Cleaning Unit (Portable)	Dry Cleaning Unit (Portable)	Each per Day	$ 59.24	US
426-4F	Blue Wave Trilobe by Blue Line Equip	49-022	Extraction Unit - Truck mounted	Extraction Unit - Truck mounted	Each per Day	$ 444.33	US
426-4F	Nobles Flood Pumper Plus	607841	Extraction Unit (Portable Carpet)	Extraction Unit (Portable Carpet)	Each per Day	$ 118.49	US
426-4F	UniSmoke Sys	Thermo-Gen 2000	Fogger, Thermal (Gas Powered)	Fogger, Thermal (Gas Powered)	Each per Day	$ 74.06	US
426-4F	UniSmoke Sys	Electro-Gen 2000	Fogger, ULV / Thermal (Electrical)	Fogger, ULV / Thermal (Electrical)	Each per Day	$ 19.75	US
426-4F	Shippers Supply	BBFP	Furniture Blankets	Furniture Blankets	Each per Day	$ 2.47	US
426-4F	Dayton Pro 150,000 BTU	3VG81	Heater, Portable Propane	Heater, Portable Propane	Each per Day	$ 52.33	US
426-4F	Odetox	BDSS	Hydroxl Generator, Boss	Hydroxl Generator, Boss	Each per Day	$ 197.48	US
426-4F	Odetox	BDSSXL3	Hydroxl Generator, Boss XL3	Hydroxl Generator, Boss XL3	Each per Day	$ 222.17	US
426-4F	Edge	AICD	Kleen-Rite Upholstery Machine	Kleen-Rite Upholstery Machine	Each per Day	$ 78.99	US
426-4F	Werner	D6214-1	Ladder - 14' and larger a- frame and extension	Ladder - 14' and larger a- frame and extension	Each per Day	$ 11.85	US
426-4F	Rubbermaid	35QT	Mop Handle, Bucket and Wringer	Mop Handle, Bucket and Wringer	Each per Day	$ 2.32	US
426-4F	Oasis	19400	Ozone Generator	Ozone Generator	Each per Day	$ 88.87	US
426-4F	Sonozaire	630A	Ozone Machine, Industrial	Ozone Machine, Industrial	Each per Day	$ 197.48	US
426-4F	TroyBilt	3000 PSI	Pressure Washer - 1500 - 3500 psi gas cold water	Pressure Washer - 1500 - 3500 psi gas cold water	Each per Day	$ 98.74	US
426-4F	MI-T-M Corp	GH-2003-OMIO	Pressure Washer - Hot Water portable	Pressure Washer - Hot Water portable	Each per Day	$ 118.49	US
426-4F	Master Plumber	033DIOF	Pump, Sump - 3/4" submersible	Pump, Sump - 3/4" submersible	Each per Day	$ 12.84	US
426-4F	Dayton	4VV69	Pump, Trash 2" - 4" gas trash pump	Pump, Trash 2" - 4" gas trash pump	Each per Day	$ 64.18	US
426-4F	Dayton by GoodYear	4HA24	Pump, Trash 2" discharge hose 50'	Pump, Trash 2" discharge hose 50'	Each per Day	$ 12.84	US
426-4F	Vortex Standard	VXD-720	Radio, 2 way - Job Site Communication	Radio, 2 way - Job Site Communication	Each per Day	$ 14.81	JP
426-4F	Echo	CS-400	Saw, Chain	Saw, Chain	Each per Day	$ 19.75	US
426-4F	Kett	KS-426	Saw, Kett	Saw, Kett	Each per Day	$ 19.75	US
426-4F	Bil-Jax	0127-006-0	Scaffold, (Perry - per section)	Scaffold, (Perry - per section)	Each per Day	$ 22.22	US
426-4F	Branson	UX-08995-04	Ultrasonic Bath, Large	Ultrasonic Bath, Large	Each per Day	$ 296.22	US
426-4F	Branson	CPX-952-119R	Ultrasonic Bath, Small	Ultrasonic Bath, Small	Each per Day	$ 98.77	US
426-4F	Service Master	52500-PV300	Vacuum, Backpack HEPA	Vacuum, Backpack HEPA	Each per Day	$ 75.01	US
426-4F	Nikro	PD15110	Vacuum, HEPA	Vacuum, HEPA	Each per Day	$ 74.06	US
426-4F	Shop Vac	16L1550A	Vacuum, Shop (Canister or Wet Dry)	Vacuum, Shop (Canister or Wet Dry)	Each per Day	$ 14.81	CA
426-4F	Vaporteck	90-2200	Vapor Shark, Large (Does not include cartridge replacement)	Vapor Shark, Large (Does not include cartridge replacement)	Each per Day	$ 69.12	US
426-4F	Vaportek	90-5000	VaporTec, Small (Does not include cartridge replacement)	VaporTec, Small (Does not include cartridge replacement)	Each per Day	$ 34.56	US
426-4F	Unger	10115	Wall Trowel (wall cleaning system)	Wall Trowel (wall cleaning system)	Each per Day	$ 22.46	US
426-4F	Zipwall	488310	Zip Wall Poles (Pair)	Zip Wall Poles (Pair)	Each per Day	$ 9.87	US
Distribution Equipment / Lighting							
426-4F	Generac	6390	#2 banded 5 wire cable 50' section	#2 banded 5 wire cable 50' section	Each per Day	$ 36.53	US
426-4F	GE	GE1LU5312SS	100 Amp Distribution Panel	100 Amp Distribution Panel	Each per Day	$ 98.74	US
426-4F	Cooper	CS6364-CS6365	100' Spider box cable 6/4	100' Spider box cable 6/4	Each per Day	$ 34.56	MX
426-4F	GE	GEDTM12020CCU	200 Amp Distribution Panel	200 Amp Distribution Panel	Each per Day	$ 177.73	US
426-4F	Leviton	P643125CS	25' Spider box cable 6/4	25' Spider box cable 6/4	Each per Day	$ 24.31	US
426-4F	Pass-Seymour	103-1001-0001	4/0 Female pig tail leads	4/0 Female pig tail leads	Each per Day	$ 8.99	US
426-4F	Cutler Hammer	HKD3400	400 Amp Distribution Panel	400 Amp Distribution Panel	Each per Day	$ 246.85	US
426-4F	Leviton	CS6364C	50' Spider box cable 6/4	50' Spider box cable 6/4	Each per Day	$ 30.61	US
426-4F	Lex Products	FE6000-100	Cable, CamLock 100'	Cable, CamLock 100'	Each per Day	$ 41.47	US
426-4F	Lex Products	FE6000-50	Cable, CamLock 50'	Cable, CamLock 50'	Each per Day	$ 21.72	US
426-4F	GE Powermark	TM3220CCU4K	Distribution Cable - 220V converted box	Distribution Cable - 220V converted box	Each per Day	$ 11.55	US
426-4F	Woodhead	0-600	Light, Demo - Drop - Stand- String	Light, Demo / Drop / Stand- String	Each per Day	$ 16.79	US
426-4F	Husky	6-5302ND	Light, Halogen Lights w/stand	Light, Halogen Lights w stand	Each per Day	$ 14.81	US
426-4F	WorkForce	509-953	Light, Halogen Lights, single	Light, Halogen Lights, single	Each per Day	$ 4.94	US
426-4F	Hubbell	SBSB1A	Spider Box	Spider Box	Each per Day	$ 60.73	US
Drying / Mitigation Equipment Description							
426-4F	Dricaz	F351-5M	Air Mover	Air Mover	Each per Day	$ 21.72	US
426-4F	Dricaz	F259	Axial Fan	Axial Fan	Each per Day	$ 27.65	US
426-4F	Dricaz 1200	F203	Dehumidifier, LGR - 80 - 130 AHAM PPD	Dehumidifier, LGR - 80 - 130 AHAM PPD	Each per Day	$ 83.93	US
426-4F	Dricaz 2000	F232	Dehumidifier, LGR - ~80 AHAM PPD	Dehumidifier, LGR - ~80 AHAM PPD	Each per Day	$ 74.06	US
426-4F	Dricaz 2400	F246	Dehumidifier, LGR - ~130 AHAM PPD	Dehumidifier, LGR - ~130 AHAM PPD	Each per Day	$ 148.11	US
426-4F	Dricaz 230V	230V	Desiccant Dehumidifier 1000 CFM	Desiccant Dehumidifier 1000 CFM	Each per Day	$ 493.70	US
426-4F	Phoenix	D385	Desiccant Dehumidifier 300 CFM	Desiccant Dehumidifier 300 CFM	Each per Day	$ 227.10	US
426-4F	Nikro	860147	Ducting, 20 - 25" x 25' event pipe	Ducting, 20 - 25" x 25' event pipe	Each per Day	$ 22.71	US
426-4F	Viking Expp	PDS 21	Injecti-Dry System or similar	Injecti-Dry System or similar	Each per Day	$ 138.24	US
426-4F	GE	WR49X10086	Moisture Mapping kit (meters and accessories)	Moisture Mapping kit (meters and accessories)	Each per Day	$ 64.18	JP
Safety Packages							
426-4F	Miller	750 LL4L	Personal Fall Protection (PFP) - Harness and Lanyard	Personal Fall Protection (PFP) - Harness and Lanyard	Each per Day	$ 25.67	US
426-4F	MSA	Z89.1-2009	Personal Protection Equipment (Hard Hat, Goggles, Vest, PR Gloves)	Personal Protection Equipment (Hard Hat, Goggles, Vest, PR Gloves)	Each per Day	$ 9.87	US
426-4F	North	7700 1 2 Face	Personal Respiratory Protection - Half Face or Full face respirator no filter	Personal Respiratory Protection - Half Face or Full face respirator no filter	Each per Day	$ 35.55	US
Specialty Equipment							
426-4F	Dricaz	F228	Airwolf Airmover	Airwolf Airmover	Each per Day	$ 33.52	US
426-4F	Biospray-Luvfer	IC-3ALM124	Bio Spray CO2 tank	Bio Spray CO2 tank	Each per Day	$ 14.81	US
426-4F	Biospray	PSD-2DRT	Bio Spray Unit	Bio Spray Unit	Each per Day	$ 222.17	US
426-4F	Biospray	E-Tes Thermal System	E-Tes Thermal System unit	E-Tes Thermal System unit	Each per Day	$ 236.98	US
426-4F	ServiceMaster	Extractor, Ride on Type	Extractor, Ride on Type (Xtreme Xtractor)	Extractor, Ride on Type (Xtreme Xtractor)	Each per Day	$ 148.11	US
426-4F	Delta Consolidated	4X4000	Fuel Transfer Tank - 100 gallon	Fuel Transfer Tank - 100 gallon	Each per Day	$ 44.43	US
426-4F	FillRite	SD1200	Fuel Transfer Tank Demand Pump (for fuel delivery system)	Fuel Transfer Tank Demand Pump (for fuel delivery system)	Each per Day	$ 21.72	US
426-4F	Fluke	TI25	Infrared Camera - Thermal Imaging	Infrared Camera - Thermal Imaging	Each per Day	$ 192.54	US
426-4F	Dricaz	F211-A	Rescue Mat Panels	Rescue Mat Panels	Each per Day	$ 48.38	US
426-4F	Dricaz	F211	Rescue Mat System, Wood Floor drying system	Rescue Mat System, Wood Floor drying system	Each per Day	$ 74.06	US
Vehicles / Trailers							
426-4F	Ford 2005	Ford 2005	Mileage - 3/4 ton, 1 Ton, Box Truck	Mileage - 3/4 ton, 1 Ton, Box Truck	Each per Day	$ 0.84	US
426-4F	Trail Mobile Inc	Trailer - 53' Semi	Trailer - 53' Semi	Trailer - 53' Semi	Each per Day	$ 54.31	US
426-4F	Mobile-Mitu	Trailer - 53' Semi Mobile Office	Trailer - 53' Semi Mobile Office	Trailer - 53' Semi Mobile Office	Each per Day	$ 444.33	US
426-4F	Cargo Mate	Trailer - Enclosed - 20'	Trailer - Enclosed - 20'	Trailer - Enclosed - 20'	Each per Day	$ 39.50	US
426-4F	Indian River Trailers	RORUL4X1225563933	Trailer - Flatbed - 20'	Trailer - Flatbed - 20'	Each per Day	$ 29.62	US
426-4F	Club Car	AD0338-327343	Utility / Cart 4 wd crew (Polaris Ranger)	Utility / Cart 4 wd crew (Polaris Ranger)	Each per Day	$ 93.80	JP
426-4F	Ford E-450 SD 2006	Ford E-450 SD 2006	Vehicle - Box Truck	Vehicle - Box Truck	Each per Day	$ 148.11	US
426-4F	Ford F-150 2012	Ford F-150 2012	Vehicle - Field / Supervisor (Car, 1/2 ton truck, SUV)	Vehicle - Field / Supervisor (Car, 1/2 ton truck, SUV)	Each per Day	$ 66.16	US
426-4F	AeroSport HMC 1993	AeroSport HMC 1993	Vehicle - Mobile Command Center	Vehicle - Mobile Command Center	Each per Day	$ 271.54	US
426-4F	Dodge 2500 2008	Dodge 2500 2008	Vehicle - Pulling Truck 3/4 Ton -	Vehicle - Pulling Truck 3/4 Ton -	Each per Day	$ 74.06	US
426-4F	Ford E-3500 2006	Ford E-3500 2006	Vehicle - Van - Cargo / Passenger	Vehicle - Van - Cargo / Passenger	Each per Day	$ 64.18	US

DSI Holdings Corporation d/b/a ServiceMaster
Awarded Pricelist - Labor

SIN	SERVICE PROPOSED (TITLE/TASK)	FUNCTIONAL RESPONSABILITIES	MINIMUM EDUCATION/ CERTIFICATION LEVEL	MINIMUM YEARS OF EXPERIENCE	UNIT OF ISSUE	AWARDED GSA NET PRICE
426-4F	Assistant Project Manager	Reports directly to the Project Manager on larger disaster response efforts, overseeing multiple areas within the large project. Serves as the Project Manager in the principal's absence. - Organizes and directs large numbers of disaster response technicians and laborers - Assists in the daily operation by ensuring that all assets are on hand and available to complete the proposed scope of work - Responsible for daily documentation of labor, accounting for descriptions of worked performed, equipment count, daily consumable burn rate and daily crew activity sheet review	HS graduate, project and program management certifications, IICRC remediation, mitigation, and cleaning certifications	Five years in the disaster recovery industry	Hourly	$57.27
426-4I	Carpenter	Ensures timely and quality repairs. Ensures adherence to the Supervisor's instructions detailing Construction assignments, and communicate to the Supervisor any problems with the assignment. Maintains jobsite safety, cleanliness, and organization. Ensures all necessary steps are taken to minimize impact on the customer from construction activity. Ensures the security and integrity of, and logs the location of all construction equipment owned by the company used on or taken to projects assigned to the Carpenter Ensures the continuous availability of carpentry tools, including tools necessary to complete construction assignments. Ensures the timely completion of timesheet and expense reports. Maintain a vehicle capable of transporting the Carpenter, his/her tools, and supplies to various jobsites. Complete all projects in accordance with the instructions of the Supervisor, and communicated problems accurately. Obtain supplies, material, and tools needed to complete work assignments as required by the Supervisor	HS graduate, trade school training	Three years general construction or other relevant work	Hourly	$51.35
426-4J	Certified Mold Remediation Technician	The Technician is responsible for mold remediation techniques as well as countering the effects of and handling sewage back-flow. The Technician shall report directly to a work project Supervisor, but daily project work may be directed by an assigned or a per project basis. Supervisors include Crew Chief or Foreman, Project Manager, or Production Manager - Safely complete work assignments, and communicate to the Supervisor any and all difficulties or problems with completing work assignments in a safe, productive and quality manner. Technician is responsible to communicate reasonable solutions to difficulties and problems, and to communicate to the Supervisor the actions needed to overcome these problems - Protect the health and safety of workers and structure occupants - Obtain supplies, material, and tools needed to complete work assignments - Perform all work activities in a timely and quality manner. - Maintain all worksites in a safe, clean and organized manner. - Maintain an accurate log of the location of materials, equipment, and tools used by Technician on the jobsite.	HS graduate, Industry (IICRC) certification in Applied Microbial Remediation techniques	One year in the disaster recovery industry	Hourly	$47.40
426-4F	Clerical Assistant	The Clerical Assistant will be responsible for assisting the PA or PM in daily documenting of the loss and working to ensure time, material, invoices, and other accountings of the project for accuracy - Collects, sorts, records, and preserves project documentation - Maintains and operates computer and other automated systems in support of project accounting and records keeping	HS graduate	One year of prior clerical work	Hourly	$29.62
426-4F	Corrosion Technician	This person must be a proficient crew manager - Experienced on multiple restoration projects working under the supervision of the Project Manager or the Project Superintendent - Educated in and can provide guidance in the proper use of cleaning chemicals, preservation oils and solvents, and preservation removal agents used on restoration projects - Educated in and can provide guidance in the proper use and maintenance of the equipment used on a restoration project - Educated in and understands the health and safety requirements on a restoration project job site. - Possesses the required communication skills and experience to direct both skilled and unskilled labor of the required restoration protocols	HS graduate, IICRC corrosion certification	One year of relevant work	Hourly	$47.40
426-4E	Dehumidification Technician	Draw required drying and dehumidification equipment from inventory and delivers them to the job site - Install and operate all drying equipment including specialty equipment at the job site as directed by the PM or PS - Using the appropriate moisture testing instruments, assist the levels of job management in determining and writing the scope of the job, the drying protocol of the job, moisture mapping, and in writing a comprehensible and well thought out drying plan - Responsible for the daily measurement of humidity levels, moisture mapping, and all other readings available from usage of moisture testing equipment - Maintain all drying equipment in excellent running order - Provide inventory tracking for all equipment being used - Practice job safety at all times	HS graduate, IICRC water mitigation and dehumidification certification	One year relevant work	Hourly	$47.40
426-4F	Health & Safety Officer	Conducts regular safety meetings for the duration of the remediation project - Inspects jobsites and reports on working conditions, safety hazards, injuries, etc - Ensures the completion of Site Safety Surveys and incident reports - Ensures MSDS and the "Right to Know" station is available - Ensures the proper inventory of PPE (Personal Protection Equipment) and all signage is maintained - Performs safety audits on jobs - Is capable of performing first aid on job sites	HS graduate, health and safety industry certifications	Three years of relevant work	Hourly	$78.99
426-4F	Mold Technician	Works with the Certified Industrial Hygienist to provide a remediation plan and ensure that all environmental reports are forwarded to the Project Manager and the Project Supervisor. Provide pre- and post-remediation spore counts (recorded by the Certified Industrial Hygienist) and remediation clearance. Post warning signs to identify potential hazards that may exist on the job site. Ensure that all laborers associated with the project are versed in the use of and properly wear Personal Protection Equipment while working in the hazardous area. Follow all industry-approved guidelines in the remediation process for mold contamination.	HS graduate, IICRC Mold Remediation certification	Two years in the disaster recovery industry	Hourly	$64.18
426-4F	Project Auditor	The PA will be responsible for recording all financial transactions into the accounting system and reviewing all documentation of the project - Reviews payroll records as compared to daily time sheets for accuracy and generates payroll for the project - Notifies Supervisor if records are not signed (if missed in PM review) - Enters invoices into Accounts Payable - Ensures that the proper amounts of funds are allocated in order to complete the project - Submits credit applications to vendors as needed - Reviews contractual obligations and refers to PM for approval - Reviews multiple subcontractor bids and refers to PM for approval and selection - Reviews T&M Invoices with PM for approval - Forwards copies of invoice to Home Office for approval - Obtains bonding, licenses and permits if necessary	Associates Degree in Accounting or experiential equivalent	Three years in project audit or financial positions	Hourly	$52.33
	Project Consultant	Has knowledge and experience in specialized disaster mitigation and recovery techniques, practices, planning, and prevention - Provides engineering, inspection, mitigation, and environmental expertise to clients pre-disaster event - Assists in writing pre-event mitigation plans, and post-event recovery plans - Serves as project liaison to client during recovery projects	Engineering or environmental degrees, IICRC certifications	Two-three years in the disaster recovery industry	Hourly	$138.24
426-4J	Project Coordinator	Responsible for liaising between the client, the insurance adjuster and the PM - Discuss the scope of work and progress with the PM so as to brief the adjuster the PM every day - Assist with subcontractors as required - Negotiate the Change order and project cost with the adjuster when necessary	HS graduate, IICRC remediation, mitigation, and cleaning certifications	Three years in the disaster recovery industry	Hourly	$108.61

DSI Holdings Corporation d/b/a ServiceMaster
Awarded Pricelist - Labor

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42[illegible]4F	Project Manager	The PM will be responsible for informing the client of the daily activities along with the general status of the project. Within those daily activities the PM will be responsible for, but not limited to, the following duties: Initial Damage Assessment walkthrough with client; Develop and implement Scope of Loss with client or adjuster; Write Site Specific Safety Plan; Acquire Floor Plan/Schematic of facility; Write Contract and 'Not to Exceed' proposal for client and insurance company/adjuster; Have client sign Contract and Authorization to Perform Services; Develop and implement Critical Path Management plan with the client to address the client's needs; Evaluate crew size, material, and equipment needs and place orders to accommodate those needs. Procure subcontractors and casual laborers as needed; Ensure that all necessary training has been conducted and logged before starting the project, e.g., Site Safety, HazCom, Right to Know, and Confined Space; Maintain project schedule and scope developed with owner and insurance company; Maintain the project budget and review with client daily; Have client authorize and sign any Change Order on the loss before proceeding with change; Approve subcontractor bids and invoices; Have subcontractor sign Subcontractor Agreement and provide certificate of insurance as outlined by agreement; Assign tasks to specific Supervisors, holding them accountable for quality and quantity; Maintain the proper ratio of Supervisor to technicians and casual laborers; Conduct daily safety meetings with sign in sheets (Tool Box Talks); Document all costs associated with the project; Conduct project meetings with Superintendent and Supervisors outlining the scope of work or changes; Review all Time Sheets for casual labor and company personnel for legibility and accuracy; Complete PM Daily Log Daily Activities Journal and photographs; Have client sign Completion (Statement of Satisfaction) form; Prepare the Time and Material Invoice book if project is too small to have Project Auditor; Ensure fluid and efficient project closure and demobilization; Ensure all rental equipment is returned; Complete Credit Card usage report	HS graduate, project and program management certifications, IICRC remediation, mitigation, and cleaning certifications	10 years in the disaster recovery industry	Hourly	$77.66
4[illegible]4F	Site Project Superintendent	Responsible for informing the PM of the daily activities along with the general status of the project, and other assigned duties, such as - Train and manage casual laborers on second shift - Evaluates the labor, equipment and material needs, then reports them to the PM - Relays scope of work and completion schedule to the Supervisors - Relays changes in the scope of work and completions schedule to the Supervisors - Places the equipment and material orders - Contacts the subcontractors and outside vendors as needed - Ensure that all training meetings necessary have been conducted and logged before starting the project. Site Safety, HazCom, Right to Know, and Confined Space - Outline daily activities with the supervisors - Guarantees that each phase of the project is done properly and completed per schedule - Makes sure that all equipment and materials are organized daily - Verifies equipment operation and decontamination - Ensures all personnel signs in and out each day - Issues daily per diem allowances - Assists the crew in completing the scope of work to keep the project on schedule	10 years in the disaster recovery industry	HS graduate, project and program management certifications, IICRC remediation, mitigation, and cleaning certifications	Hourly	$64.18
42[illegible]4F	Team Leader Project Supervisor	The Project Supervisor will be responsible for reporting to the PM or PS the daily activities, keeping the work force on production target with the scope of work scheduled, and collecting all Daily Time Sheets with signatures - Supervises a crew of Restoration Technicians and Casual Labor (usually 4-10 personnel) - Possesses the required communication skills and experience to direct both skilled and unskilled labor of the required restoration protocols. - Works along side of technicians and casual labor unless lifts are being used, or security is an issue - Informs APM or PM of labor, equipment, and material needs on a daily basis - Keeps work area clean and safe - Properly documents daily scope of work performed, labor timecards, and billable chargeable product used on each shift. - Ensures all technicians and casual labor utilize PPE and follow site-specific safety plan - Properly documenting the scope of work and keeping assignments on schedule - Updating the PM/PS on the progress of the assigned crew - After the project is over, decontaminates the equipment and ensures that the equipment and materials are returned to the designated area	HS graduate, continuing IICRC certification training	Three years in the disaster recovery industry	Hourly	$69.12
42[illegible]4F	Restoration Supervisor	The RS will be responsible for reporting to the PM or PS the daily activities, keeping the work force on production target with the scope of work scheduled, and collecting all Daily Time Sheets with signatures. - Supervises a crew of Restoration Technicians and Casual Labor (usually 4-10 personnel) - Possesses the required communication skills and experience to direct both skilled and unskilled labor of the required restoration protocols - Works along side of technicians and casual labor unless lifts are being used, or security is an issue - Informs APM or PM of labor, equipment, and material needs on a daily basis - Keeps work area clean and safe - Properly documents daily scope of work performed, labor timecards, and billable chargeable product used on each shift. - Ensures all technicians and casual labor utilize PPE and follow site-specific safety plan - Properly documenting the scope of work and keeping assignments on schedule - Updating the PM/PS on the progress of the assigned crew - After the project is over, decontaminates the equipment and ensures that the equipment and materials are returned to the designated area	HS graduate, continuing IICRC certification training	Three years in the disaster recovery industry	Hourly	$51.35
42[illegible]4F	Restoration Tech	The Restoration Technician will be responsible for reporting to the Project Supervisor at the start of each shift for job assignments and completing assigned tasks daily. - Completes the process of preserving structural items and contents according to the Project Supervisor's instructions - Informs the Project Supervisor of the equipment and materials needed to complete the assignment properly and on schedule - Responsible for personal documentation, hours, work performed on his or her given shift. - Practices on the job safety and encourages safety amongst the labor force. - Performs other miscellaneous tasks as required.	HS graduate, continuing IICRC certification training	Two years in the disaster recovery industry	Hourly	$45.42
42[illegible]4F	Skilled Labor	Responsible for reporting to the RS at the start of each shift for job assignments and completing assigned tasks daily. A Skilled Laborer is one who has a particular capability or has worked for the company on numerous projects and has learned techniques, SOPs, and systems that permit lesser preparation and supervision than casual labor - Ability to perform work under direct supervision - Ability to practice safe work habits under supervision - General cleaning and restoration under the supervision of company management - Follow company health and safety rules - Ability to complete more advanced tasks as assigned by the management team, including outside debris removal and interior hygienic wipe-downs and cleaning	HS graduate	One year in the disaster recovery industry	Hourly	$32.34
42[illegible]4F	Drywall Painter	Ensures timely and quality repairs. Ensures adherence to the Supervisor's instructions detailing Construction assignments, and communicate to the Supervisor any problems with the assignment. Maintains jobsite safety, cleanliness, and organization. Ensures all necessary steps are taken to minimize impact on the customer from construction activity. Ensures the security and integrity of, and logs the location of all construction equipment owned by the company used on or taken to projects assigned to the Drywall/Painter. Ensures the continuous availability of Drywall and Painting tools and equipment, including tools necessary to complete construction assignments. Ensures the timely completion of timesheet and expense reports. Maintaind a vehicle capable of transporting the Drywall Painter his/her tools, and supplies to various jobsites. Complete all projects in accordance with the instructions of the Supervisor, and communicated problems accurately. Obtain supplies, material, and tools needed to complete work assignments as required by the Supervisor	HS graduate, trade school training	Three years general construction or other relevant work	Hourly	$53.32

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426-4F	Technical Support Engineer	Responsible to PM or APM to - Advises PM of continuing risk of damage to the job site by disaster effects and recommends priority of effort - Ensures the timely quality completion of assigned mitigation tasks to limit damage to the job site caused by the disaster event - Supervises handling, cleaning, packing, and moving of material from job sites to prevent or stop further damage - Ensures a continuous increase in the knowledge and skill level (training) of the Mitigation Techs and Staff Laborers - Ensures the security, integrity, and cleanliness of all equipment and supplies used on or taken to assigned projects to prevent cross-contamination between projects - Complete work assignments in a timely, safe and quality manner - Secure supplies and equipment from Company inventory needed to complete work assignments, and return equipment and unused supplies after the assignment is complete - Adheres to the restoration scope detailing time and material budgets, and advises the PM on any discrepancies or changes in the scope - Maintain a daily production report detailing the time spent, items completed and laborers used on each project	HS graduate, IICRC water, fire, mold mitigation certifications	Three years in the disaster recovery industry	Hourly	$64.18
426-4F	Senior Project Manager	SPM is primarily responsible for cost containment, project schedule compliance, and appropriate records keeping for financial, regulatory, and company systems - Ensures that the Director of Large Loss and all Project Estimators/Managers are supported and assisted with their ongoing responsibilities - Ensure the integrity of project files including Project estimates are completed and properly forwarded to clients Vendor charges are valid and properly job costed Project contracts and forms are included in all files Timely and accurate billing source documents for completed projects are submitted to Accounting for billing - Record project information on new projects - Create Time and Material reports from estimator project notes and relevant source documents using the appropriate clerking system and techniques - Maintain loss communications protocols such and other specialty program loss protocols required by insurance companies, customers, and management - Assist in procurement of required bonds and licenses for projects - Serve as a communications liaison between customers, vendors, and project estimators/managers. Assist with customer service and provide professional customer service with all customer interaction - In conjunction with the Project Estimator/Manager, forward completed reports to the appropriate parties within established time frames - Monitor and review vendor estimates and invoices Verify accuracy of subcontractor and material accounts payable invoices and verify that vendors comply with Company requirements including but not limited to licensing and insurance Verify that contracted purchase discounts are taken Enter approved subcontractor and material accounts payable invoices in Company AP log Ensure subcontractor and material accounts payable invoices are included in Company reports and associated Company source documents forwarded to Accounting for customer billing - Prepare Company billing source documents for review by Auditor and processing by Company Accounting department	Associates Degree in Accounting or experiential equivalent	Three years previous project management experience	Hourly	$88.87
426-4F	Project Estimator	Projects and controls construction costs by collecting and studying project cost information. The PE is responsible for the following -Prepares work to be accomplished by gathering information and requirements, setting priorities -Prepares construction budget by studying home plans, updating specifications, identifying and projecting costs for each elevation -Evaluates offers to purchase by costing changes, additions, and site requirements -Obtains bids from vendors and subcontractors by specifying materials, identifying qualified subcontractors, negotiating price -Maintains cost keys and price masters by updating information -Resolves cost discrepancies by collecting and analyzing information -Prepares special reports by collecting, analyzing, and summarizing information and trends	Associates Degree in Accounting or experiential equivalent	Five years in project audit or financial positions	Hourly	$83.93
426-4F	Senior Consultant	Has knowledge and experience in specialized disaster mitigation and recovery techniques, practices, planning, and prevention - Provides engineering, inspection, mitigation, and environmental expertise to clients pre-disaster event - Assists in writing pre-event mitigation plans, and post-event recovery plans - Serves as project liaison to client during recovery projects	Engineering or environmental degrees. IICRC certifications	Five years in the disaster recovery industry	Hourly	$123.43
426-4F	Construction Manager	Responsible for informing the PM of the daily construction activities along with the general status of the project, and other assigned duties, such as - Train and manage casual laborers on second shift - Evaluates the labor, equipment and material needs, then reports them to the PM - Relays scope of work and completion schedule to the Supervisors - Relays changes in the scope of work and completions schedule to the Supervisors - Places the equipment and material orders - Contacts the subcontractors and outside vendors as needed - Ensure that all training meetings necessary have been conducted and logged before starting the project. Site Safety, HazCom, Right to Know, and Confined Space - Outline daily activities with the supervisors - Guarantees that each phase of the project is done properly and completed per schedule - Makes sure that all equipment and materials are organized daily - Verifies equipment operation and decontamination - Ensures all personnel signs in and out each day - Issues daily per diem allowances - Assists the crew in completing the scope of work to keep the project on schedule	HS graduate, project and program management certifications, IICRC remediation, mitigation, and cleaning certifications	10 years total experience in the construction and disaster recovery industry	Hourly	$83.93
426-4F	Technical Specialist	Reports to the PM Writes QC operating, environmental, safety, reliability and maintainability requirements to ensure its project alignment with scope - Documents findings of achievement to requirements to ensure its alignment with the project scope - Establishes and monitors elements such as controls, job management, defined and well managed processes, performance criteria, and identification of records	HS graduate, QC industry certifications	Three years in QC positions	Hourly	$54.31
426-4F	Labor Foreman	Reports to the RS and supervises the Skilled Laborers, assigning them tasks at the start of each shift. A Labor Foreman is someone who has a particular capability or has worked for the company on numerous projects and has learned techniques, SOPs, and systems that permit lesser preparation and supervision than casual labor - Ability to provide direct supervision and guidance to Skilled Laborers - Ability to assure that safe work habits are being practiced - General cleaning and restoration - Follow company health and safety rules, and assure that Skilled Laborers are doing the same - Ability to complete more advanced tasks as assigned by the management team, including outside debris removal and interior hygienic wipe-downs and cleaning	HS graduate	Two-three years in the disaster recovery industry	Hourly	$38.02
426-4F	General Labor	Responsible for reporting to the RS at the start of each shift for job assignments and completing assigned tasks daily. A General Laborer is someone who is working on a particular capability or has worked for the company on numerous projects and has begun to learn techniques, SOPs, and systems - Ability to perform work under direct supervision - Ability to practice safe work habits under supervision - General cleaning and restoration under the supervision of company management. - Follow company health and safety rules - Ability to assist with more advanced tasks as assigned by the management team, including outside debris removal and interior hygienic wipe-downs and cleaning.	HS graduate	One year in the disaster recovery industry	Hourly	$24.19

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426-4F	Supply Technician	Order, stock, inventory, keep in working order and within expiration guidelines, and issue supplies necessary for typical project work - Maintain equipment and material catalogs, MSDS documentation, and industry publications - Coordinate supplies and equipment for specific projects - Secure supplies and equipment from Company inventory needed to complete work assignments, and return equipment and unused supplies after the assignment is complete. - Return and maintain equipment in a neat, clean, and orderly fashion after each use - Inform the Warehouse Manager about any mechanical problem with equipment. - Requisition needed equipment or tools not in Company inventory.	HS graduate	One year	Hourly	$47.40
426-4F	Mobilization Support	The MS will be responsible for, but not limited to, the following: - Evaluate crew size, material, and equipment needs and place orders to accommodate those needs - Procure subcontractors and casual laborers as needed - Ensure that all necessary training has been conducted and logged before starting the project, e.g., Site Safety, HazCom, Right to Know, and Confined Space - Maintain project schedule and scope developed with owner and insurance company - Assist with maintaining the project budget and review with client daily - Approve subcontractor bids and invoices - Have subcontractor sign Subcontractor Agreement and provide certificate of insurance as outlined by agreement - Maintain the proper ratio of Supervisor to technicians and casual laborers - Conduct daily safety meetings with sign in sheets (Tool Box Talks) - Review all Time Sheets for casual labor and company personnel for legibility and accuracy - Complete PM Daily Log Daily Activities Journal and photographs - Ensure fluid and efficient project closure and demobilization - Ensure all rental equipment is returned	HS graduate, IICRC remediation, mitigation, and cleaning certifications	Two-three years in the disaster recovery industry	Hourly	$32.58

Labor Considerations

1) Standard rates will apply to the first 8 hours worked per day. Overtime (1.5 x the standard rate) will be charged for hours worked over 8 hours per day and for hours worked over 40 hours in a 7 day period. Labor is based on straight time 40 hour work week mon - fri
2) Work on Saturdays and Sundays will be charged at 1.5 x the standard rate for all hours worked.
3) All hours worked on SRM recognized holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day) will be charged at 2 times the regular rate.

PURCHASE ORDER NO. 210242

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
425076
THOMPSON CONSULTING SERVICES LLC
1135 TOWNPARK AVE STE 2101
LAKE MARY FL 32746-4790

SHIP TO
SOLID WASTE MANAGEMENT
13009 BEULAH ROAD
CANTONMENT FL 32533-8801
ATTN: SWM DENEE RUDD 850-937-2175

ORDER DATE: 10/07/20	BUYER: PAUL NOBLES	REQ. NO.: 21000124	REQ. DATE: 10/01/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.: BCC 09/24/20	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONSULTING SERVICES BETWEEN ESCAMBIA COUNTY AND THOMPSON CONSULTING SERVICES, LLC FOR DEBRIS MONITORING SERVICES RELATED TO HURRICANE SALLY BCC 09/24/20	7395419.1300	7,395,419.13
02	1.00	LOT	FEMA PUBLIC ASSISTANCE (PA) GRANT MANAGEMENT AND TRAINING	66820.0000	66,820.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	330901	53101	7,395,419.13	
02	330906	53101	66,820.00	

PAGE TOTAL $	7,462,239.13
TOTAL $	7,462,239.13

APPROVED BY Debbie Bowen

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance-** Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

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

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

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

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

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

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

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

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

A. Approve and authorize the County Administrator to sign the Amendment to the Agreement for Consulting Services (PD 17-18.007) between Escambia County and Thompson Consulting Services, LLC, extending the term of the agreement to June 18, 2021; and

B. Ratify the Award of the Amendment to the Agreement for Consulting Services (PD 17-18.007) between Escambia County and Thompson Consulting Services, LLC, in the amount of $7,395,419.13, for services related to Hurricane Sally.

Vendor/Contractor	Funding	Amount	Contract Number

Thompson Consulting Services	Fund 112, Disaster Recovery Fund, pending Federal assistance and reimbursement	$7,395,419.13	PD 17-18.007

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

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

A. Authorize the use of the Sourcewell Purchasing Agreement Contract Number 032119-CAT, as bid by Caterpillar, Inc.;

B. Approve and authorize the County Administrator to execute the Rental Quotation with Thompson Tractor, Co., and any other related documents necessary for the rental, not to exceed five months, of one (1) New Caterpillar D8T Waste Arrangement Track-Type Dozer, with guaranteed purchase at the end of the five month rental period; 100% of paid rental to be applied at conversion; and

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

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

20. Arbitration and Waiver of Jury Trial

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

PURCHASE ORDER NO. 210407

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
427251 FAX: 770-975-1799
INTERFACE SERVICES INC
106 NORTHPOINT PKWY SUITE 300
ACWORTH GA 30102

SHIP TO
FACILITIES MAINTENANCE
SEE BELOW

ATTN: DANYA CLAPP 595-3190

ORDER DATE: 10/14/20	BUYER: LAWRENCE GORDON	REQ. NO.: 21000485	REQ. DATE: 10/15/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.: SALLY FEMA 4564-DR	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CARPET REPLACEMENT AT BAY CENTER - 2 LOCATIONS QUOTE#100220 -2 & QUOTE DATED OCT 1 CONTRACT #080819-IFA - ST OF FL 30161700-20-ACS	38123.1000	38,123.10

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	330904 54601	38,123.10	SALLY20

PAGE TOTAL $	38,123.10
TOTAL $	38,123.10

APPROVED BY Debbie Barnes

Original Purchase Order

TAX ID 85-8013888011C-3
FED ID 59-6000-598

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. E x c e s s quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
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Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

Req 21000485 Po 210407

FEMA

Congressional and
Intergovernmental Affairs Division
202-646-4500

STATE OF FLORIDA

FEDERAL DISASTER DECLARATION FACT SHEET

SEPTEMBER 23, 2020

Today, September 23, 2020, President Donald J. Trump granted a Major Disaster Declaration for the State of Florida triggering the release of Federal funds to help communities recover from Hurricane Sally that began September 14, 2020, and continuing. Details of the disaster declaration and assistance programs are as follows:

Declaration Number:	FEMA-4564-DR
Incident:	Hurricane Sally
Incident Period:	September 14, 2020, and continuing
Federal Coordinating Officer:	Jeffrey L. Coleman National FCO Program
Individual Assistance (IA):	(Assistance to individuals and households):
IA-Designated Counties:	Under Review.
Public Assistance (PA):	Assistance for emergency work and the repair or replacement of disaster-damaged facilities):
PA-Designated Counties:	Escambia County for all categories of Public Assistance, including direct Federal assistance.

	Bay, Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Okaloosa, Santa Rosa, Walton, and Washington Counties for Public Assistance Category B (emergency protective measures), including direct Federal assistance.
Hazard Mitigation (HM):	(Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):
HM-Designated Areas:	All areas in the State of Florida are eligible to apply for assistance under the Hazard Mitigation Grant Program.
OTHER:	Additional designations may be made at a later date if requested by the State and warranted by the results of further assessments.

###

Req 21000485 PO 210407

QUOTE - CONTINUED

CUSTOMER: **Escambia County Facilities Mgmt** PROJECT NAME: **Pensacola Bay Center**

INSTALLATION AND SUNDRY ITEMS

REMOVAL - CARPET TILE	556.14	YDS	PRICE	$2.90	AMOUNT =	$1,612.81
REMOVAL OF COVE BASE (LABOR ONLY)	700	LN FT	PRICE	$0.48	AMOUNT =	$336.00
DISPOSAL OF CARPET	556.14	YDS	PRICE	$2.06	AMOUNT =	$1,145.65
INSTALLATION OF CARPET TILE	556.14	YDS	PRICE	$6.50	AMOUNT =	$3,614.91
FLOOR PREP MINOR MAT'L & LABOR	5005.26	SQ FT	PRICE	$0.65	AMOUNT =	$3,253.42
COVE BASE - SUPPLY & INSTALL 4" BASE	700	LN FT	PRICE	$2.25	AMOUNT =	$1,575.00
PROJECT MANAGEMENT FEE	1	EA	PRICE	$2,159.48	AMOUNT =	$2,159.48
MATERIAL FREIGHT	1	EA	PRICE	$768.75	AMOUNT =	$768.75

TOTAL AGREEMENT: **$25,263.43**

SPECIAL CONDITIONS OR INSTALLATION INSTRUCTIONS:

This contract is subject to the "Terms and Provisions of Contract" as accepted, signed by the dealer and on file with state purchasing.

DEALER REPRESENTATIVE *Robin Hanscom* DATE **October 1, 2020**

MANUFACTURER Interface Americas, Inc.

Sourcewell Contract #080819-IFA - State of FLA 30161700-20-ACS

Price List Active 2/20/20

QUOTATION FORM

Interface SERVICES™

106 Northpoint Parkway
Suite 300
Acworth, GA 30102

Robin Hanscom
770-975-4829
robin.hanscom@interface.com

QUOTE DATE	October 1, 2020
QUOTE NO.	
PROMISE DATE	
INSTALL DATE	
COMPLETION	

ORDER INSTRUCTIONS:

Make purchase order out to "InterfaceServices" at the address above and email to robin.hanscom@interface.com.

CONTACT (AE)	Katherine Thomas
EMAIL	katherine.thomas@interface.com
CELL #	251-709-2334

INSTALLATION PARTNER:	**Carpet Creations Inc.**	INSTALLER	Mike Payton
ADDRESS:	3305 North S Street	PHONE #	850-232-1252
CITY/STATE/ZIP:	Pensacola, Fl 32505	EMAIL	mike@carpetcreations.net
DELIVERY ADDRESS	**Carpet Creations Inc.**	CUSTOMER	G C Bush
ADDRESS:	3305 North S Street	PHONE #	
CITY/STATE/ZIP:	Pensacola, Fl 32505	EMAIL	GSBUSH@myescambia.com

CUSTOMER:	**Escambia County Facilities Mgmt**	Pensacola Bay Center
PROJECT ADDRESS:	201 East Gregory Street	***Pensacola Bay Center***
CITY/STATE/ZIP:	Pensacola, Fl 32505	

INTERFACE CARPET & LVT

INTERFACE CARPET TILES	Work - 19DR602500				COLOR	TBD	
5.98 SY/CARTON	556.14	YDS	PRICE		$18.39	AMOUNT =	$10,227.41
OVERAGE		YDS	PRICE			AMOUNT =	$0.00
INTERFACE CARPET TILES	(STYLE)				COLOR		
5.98 SY/CARTON	0	YDS	PRICE			AMOUNT =	$0.00
OVERAGE		YDS	PRICE			AMOUNT =	$0.00
INTERFACE CARPET TILES	(STYLE)				COLOR		
5.98 SY/CARTON	0	YDS	PRICE			AMOUNT =	$0.00
OVERAGE		YDS	PRICE			AMOUNT =	$0.00
INTERFACE MODULAR RESILIENT FLOORING	Level Set Collection 4.5mm				COLOR		
	26.91 SF/CARTON				STYLE		
	0	SQ FT	PRICE		$2.63	AMOUNT =	$0.00
TACTILES	0	Rolls	PRICE		$80.00	AMOUNT =	$0.00
ADHESIVE 2000 PLUS	6	4-Gal Pail	PRICE		$95.00	AMOUNT =	$570.00
TRISEAL ADHESIVE	0	4-Gal Pail	PRICE		$100.00	AMOUNT =	$0.00

Req 21000485 PO 210407

QUOTE - CONTINUED

CUSTOMER: **Escambia County Facilities Mgmt**

PROJECT NAME: **Pensacola Bay Center Ice Flyers offices**

INSTALLATION AND SUNDRY ITEMS

REMOVAL - CARPET TILE	227.24	YDS	PRICE	$2.90	AMOUNT =	$659.00
REMOVAL OF COVE BASE (LABOR ONLY)	480	LN FT	PRICE	$0.48	AMOUNT =	$230.40
DISPOSAL OF CARPET	227.24	YDS	PRICE	$2.06	AMOUNT =	$468.11
INSTALLATION OF CARPET TILE	227.24	YDS	PRICE	$6.50	AMOUNT =	$1,477.06
FLOOR PREP MINOR MAT'L & LABOR	2045	SQ FT	PRICE	$0.65	AMOUNT =	$1,329.25
COVE BASE - SUPPLY & INSTALL 4" BASE	480	LN FT	PRICE	$2.25	AMOUNT =	$1,080.00
FURNITURE MOVING-MEDIUM	227.24	YDS	PRICE	$7.60	AMOUNT =	$1,727.02
PROJECT MANAGEMENT FEE	1	EA	PRICE	$926.05	AMOUNT =	$926.05

MATERIAL FREIGHT	1	EA	PRICE	$332.50	AMOUNT =	$332.50

TOTAL AGREEMENT: **$12,859.67**

SPECIAL CONDITIONS OR INSTALLATION INSTRUCTIONS:

This contract is subject to the "Terms and Provisions of Contract" as accepted, signed by the dealer and on file with state purchasing.

DEALER REPRESENTATIVE *Robin Hanscom* DATE **October 2, 2020**

MANUFACTURER Interface Americas, Inc.

Sourcewell Contract #080819-IFA - State of FLA 30161700-20-ACS

Price List Active 2/20/20

QUOTATION FORM

Interface SERVICES™

106 Northpoint Parkway
Suite 300
Acworth, GA 30102

Robin Hanscom
770-975-4829
robin.hanscom@interface.com

QUOTE DATE	October 2, 2020
QUOTE NO.	100220-2
PROMISE DATE	
INSTALL DATE	
COMPLETION	

ORDER INSTRUCTIONS:

Make purchase order out to "InterfaceServices" at the address above and email to robin.hanscom@interface.com.

CONTACT (AE)	Katherine Thomas
EMAIL	katherine.thomas@interface.com
CELL #	251-709-2334

INSTALLATION PARTNER:	**Carpet Creations Inc.**	INSTALLER	Mike Payton
ADDRESS:	3305 North S Street	PHONE #	850-232-1252
CITY/STATE/ZIP:	Pensacola, Fl 32505	EMAIL	mike@carpetcreations.net
DELIVERY ADDRESS	**Carpet Creations Inc.**	CUSTOMER	G C Bush
ADDRESS:	3305 North S Street	PHONE #	
CITY/STATE/ZIP:	Pensacola, Fl 32505	EMAIL	GSBUSH@myescambia.com

CUSTOMER: **Escambia County Facilities Mgmt**

PROJECT NAME: ***Pensacola Bay Center Ice Flyers offices***

PROJECT ADDRESS: 201 East Gregory Street

CITY/STATE/ZIP: Pensacola, Fl 32505

INTERFACE CARPET & LVT

INTERFACE CARPET TILES	(STYLE) Cubic				COLOR	TBD	
5.98 SY/CARTON	227.24	YDS	PRICE	$19.54	AMOUNT =		$4,440.27
OVERAGE		YDS	PRICE		AMOUNT =		$0.00
INTERFACE CARPET TILES	(STYLE)				COLOR		
5.98 SY/CARTON	0	YDS	PRICE		AMOUNT =		$0.00
OVERAGE		YDS	PRICE		AMOUNT =		$0.00
INTERFACE CARPET TILES	(STYLE)				COLOR		
5.98 SY/CARTON	0	YDS	PRICE		AMOUNT =		$0.00
OVERAGE		YDS	PRICE		AMOUNT =		$0.00
INTERFACE MODULAR RESILIENT FLOORING	Level Set Collection 4.5mm				COLOR		
	26.91 SF/CARTON				STYLE		
	0	SQ FT	PRICE	$2.63	AMOUNT =		$0.00
TACTILES	0	Rolls	PRICE	$80.00	AMOUNT =		$0.00
ADHESIVE 2000 PLUS	2	4-Gal Pail	PRICE	$95.00	AMOUNT =		$190.00
TRISEAL ADHESIVE	0	4-Gal Pail	PRICE	$100.00	AMOUNT =		$0.00

PURCHASE ORDER NO. 210411

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
427251 FAX: 770-975-1799
INTERFACE SERVICES INC
106 NORTHPOINT PKWY SUITE 300
ACWORTH GA 30102

SHIP TO
FACILITIES MAINTENANCE
SEE BELOW

ATTN: DANYA CLAPP 595-3190

ORDER DATE: 10/14/20	BUYER: JEFFREY LOVINGOOD	REQ. NO.: 21000484	REQ. DATE: 10/05/20
TERMS: NET 30 DAYS	F.O.B.:	DESC.: SALLY FEMA 4564-DR	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CARPET REPLACEMENT AT EXTENSION QUOTE #100520-3 - CONTRACT #080819-IFA - ST OF FL 30161700-20-ACS	24632.1400	24,632.14

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	330904 54601	24,632.14	SALLY20

PAGE TOTAL $ 24,632.14
TOTAL $ 24,632.14

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18858 **County Administrator's Report 10. 50.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Purchase Order for Annual aiSmartbench Maintenance for Court Administration
From: Kayla McCleery, Administrative Services Manager
Organization: Court Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order for Annual aiSmartbench Maintenance for Court Administration - Kayla Blanchard, Administrative Services Manager

That the Board authorize the issuance of a Purchase Order to Mentis Technology Solutions, LLC, in the amount of $50,095, for the annual maintenance for aiSmartbench, the Court's electronic filing system software. This system allows the judges to view and manage their court files electronically. Judges are able to electronically review and search court cases, transmit documents to the clerk, work remotely, digitally sign orders, and efile. This Agreement allows for 24/7/365 support to Court Technology for the necessary maintenance to the aiSmartbench software.

[Funding: Fund 115, Article V Court Administration, Cost Centers 410503, 410515, 410516, Object Code 54601]

Cost Centers/Object Codes	Descriptions	Amount
410503/54601	Escambia County aiSmartbench Maintenance 11/2020-10/2021	$21,916
410515/54601	Santa Rosa County aiSmartbench Maintenance 11/2020-10/2021	$14,648

410516/54601	Okaloosa County aiSmartbench Maintenance 11/2020-10/2021	$13,531
Total		**$50,095**

BACKGROUND:

Mentis Technology Solutions, LLC, is the sole provider of maintenance support for the aiSmartbench software and has provided service to the Courts since 2014.

BUDGETARY IMPACT:

Cost Centers/Object Codes	Descriptions	Amount
410503/54601	Escambia County aiSmartbench Maintenance 11/2020-10/2021	$21,916
410515/54601	Santa Rosa County aiSmartbench Maintenance 11/2020-10/2021	$14,648
410516/54601	Okaloosa County aiSmartbench Maintenance 11/2020-10/2021	$13,531
Total		**$50,095**

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, Court Administration will submit a purchase requisition to the Purchasing Department for issuance of the Purchase Order. The Office of the Trial Court Administrator will distribute the Purchase Order.

Attachments

Mentis Quotes

Date	10/5/2020
Invoice #	7895

Software Maintenance Invoice

Mentis Technology Solutions, LLC
9155 E Nichols Ave, Suite 375
Centennial, CO 80112

Bill To
First Judicial Circuit of Florida Attn: Craig Van Brussel M.C. Blanchard Bldg., 5th Floor 190 Government Center Pensacola, FL 32502

PO No.	Due Date
	11/1/2020

Description	Maintenance Period	Amount
aiSmartBench Maintenance	Escambia Annual Maintenance 18 Judges 11/ 2020 to 10/ 2021	19,444.00
Return Integration Maintenance	Escambia Return Integration Annual Maintenance 11/ 2020 to 10/ 2021	2,472.00

Total Due	$21,916.00

Karen King
Director of Finance
KarenKing@MentisTechnology.com
Direct
303-649-5111
Fax
303-799-4520

Date	10/5/2020
Invoice #	7898

Software Maintenance Invoice

Mentis Technology Solutions, LLC
9155 E Nichols Ave, Suite 375
Centennial, CO 80112

Bill To
Court Administration M.C. Blanchard Judicial Building 190 Governmental Center Pensacola, FL 32501

PO No.	Due Date
	11/1/2020

Description	Maintenance Period	Amount
aiSmartBench Maintenance	Santa Rosa County maintenance 11/2020-10/2021	13,000.00
Return Integration Maintenance	Santa Rosa County aiSmartBench Return Integration Maintenance, 11/2020-10/2021	1,648.00

Total Due	$14,648.00

Karen King
Director of Finance
KarenKing@MentisTechnology.com
Direct
303-649-5111
Fax
303-799-4520

Date	10/5/2020
Invoice #	7897

Software Maintenance Invoice

Mentis Technology Solutions, LLC
9155 E Nichols Ave, Suite 375
Centennial, CO 80112

Bill To

First Judicial Circuit of Florida
Attn: Craig Van Brussel
M.C. Blanchard Bldg., 5th Floor
190 Government Center
Pensacola, FL 32502

PO No.	Due Date
	11/1/2020

Description	Maintenance Period	Amount
aiSmartBench Maintenance	Okaloosa County Maintenance 11 Judges 11/2020-10/2021	11,883.00
Return Integration Maintenance	Okaloosa County Return Integration Maintenance 11/2020-10/2021	1,648.00

Total Due	$13,531.00

Karen King
Director of Finance
KarenKing@MentisTechnology.com
Direct
303-649-5111
Fax
303-799-4520

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18860 **County Administrator's Report 10. 51.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Purchase Order to Dynamic Security, Inc. for Security Services
From: Kayla McCleery, Administrative Services Manager
Organization: Court Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of a Purchase Order to Dynamic Security, Inc., for Security Services - Kayla Blanchard, Administrative Services Manager

That the Board authorize and approve the issuance of a Purchase Order to Dynamic Security, Inc., in the amount of $480,900, for the purchase of security services to be utilized at entrances to the M.C. Blanchard Judicial Building and the Theodore Bruno Juvenile Justice Center. Dynamic Security, Inc., is the current provider of security services at both locations.

This purchase will not impact the General Revenue Fund.

Cost Centers/Object Codes	Descriptions	Amount
410505/53401	Security Services for M.C. Blanchard Judicial Building and the Theodore Bruno Juvenile Justice Center 10/1/2020-9/30/2021	$480,900
Total		**$480,900**

[Funding: Fund 115, Court Security, Article V, Cost Center (CC) 410505, Object Code (OC) 53401 Other Contractual Services]

BACKGROUND:

The purchase of security services and the subsequent issuance of the Purchase Order for Dynamic Security, Inc., are necessary to provide continuous security services at the entrances of the M.C. Blanchard Judicial Building and the Theodore Bruno Juvenile Justice Center, as a result of the Escambia County Sheriff's office termination of the Memorandum of Understanding with Court Administration to provide the same security services. These services are imperative to ensure security to courthouse personnel and members of the public entering and exiting these facilities. The Contract with Dynamic Security, Inc., was approved by the Escambia Board of County Commissioners during the BCC Meeting on September 21, 2017. Dynamic Security, Inc., has provided security services to both of our facilities since November 2017.

BUDGETARY IMPACT:

The estimated yearly cost for court security services by Dynamic Security, Inc., at the M.C. Blanchard Judicial Building and the Theodore Bruno Juvenile Justice Center is $480,900.

Cost Centers/Object Codes	Descriptions	Amount
410505/53401	Security Services for M.C. Blanchard Judicial Building and the Theodore Bruno Juvenile Justice Center 10/1/2020-9/30/2021	$480,900
Total		**$480,900**

[Funding: Fund 115, Court Security, Article V, Cost Center (CC) 410505, Object Code (OC) 53401 Other Contractual Services]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Agreement for Security Officer Services

Board Approval 9.21.17

Escambia County
Clerk's Original

9/21/2017 CAL II-30

Date: 9/24/2017 Verified By:

AGREEMENT FOR SECURITY OFFICER SERVICES

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Dynamic Security Services, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, Federal Employer Identification Number 63-0743754, whose principal address is 1102 Woodward Avenue, Muscle Shoals, AL 35661.

WITNESSETH:

WHEREAS, an Invitation to Bidders was issued seeking the services of a contractor to perform security officer services for the M.C. Blanchard Judicial Center and the Theodore F. Bruno Juvenile Justice Center located in Pensacola, Florida; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. The term of this Agreement shall commence on November 1, 2017, and expire on September 30, 2018. Upon mutual agreement of the parties, the agreement may be renewed for four (4) successive twelve (12) month periods.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in the scope of services, attached hereto as **Exhibit A.** In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Cost Proposal, attached hereto as **Exhibit B.**

5. Method of Payment/Billing. Contractor may submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days' written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' written

notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor, and Contractor's employees shall not be construed as employees of the County. Contractor shall not hold itself out as an employee, agent or servant of

the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Contractor	To: Escambia County
Dynamic Security Services, Inc.	Office of County Administrator
Attention: John Riddle, Pres.	Attn: County Administrator
1102 Woodward Avenue	221 Palafox Place, Suite 420
Muscle Shoals, AL 35661	Pensacola, FL 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator

221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

18. ACA Reporting Requirements. Contractor agrees to provide all information as may be required for the County to meet annual reporting requirements regarding the Affordable Care Act (ACA) including whether insurance coverage was offered to an employee and his/her children; whether the coverage provided minimum value; the employee's required monthly contribution for the lowest-cost, self-only medical plan providing minimum value; the calendar months during which an employee (and his or her child(ren), if any) was offered coverage; and the calendar months during which an employee was enrolled in the Contractor's coverage.

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D.B. Underhill, Chairman

Date: 9/21/2017

BCC Approved: 9/21/2017

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

CONTRACTOR: DYNAMIC SECURITY SERVICES, INC.

_____
By: John C. Riddle, President

Date: 9-15-17

ATTEST:

By: _____
Corporate Secretary

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 9/18/17

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: _____ D.C.
DATE: September 27, 2017

MANPOWER AND GENERAL REQUIREMENTS

The bidder must identify key personnel to be assigned to the project, their qualifications, education and representation experience.

The contractor shall provide security guard services for the screening of public upon entrance and the operation of metal detectors and X-Ray equipment at the M. C. Blanchard Judicial Building located at 190 Government Street, Pensacola, Florida and Theodore F. Bruno Juvenile Justice Center located at 1800 St. Mary Street, Pensacola, Florida.

Two walk-through metal detectors and one X-ray machine are located at the primary public entrance of the M. C. Blanchard Judicial Center (Baylen Street) and one walk-through metal detector and one X-ray machine at the South entrance (Main Street) close to the public disability parking. The South entrance will be utilized for persons with disabilities, employees, deliveries, contractor check-in/out, and plain clothed law enforcement check-in/out.

One walk-through metal detectors and one X-ray machine will be located at the primary public entrance Theodore F. Bruno Juvenile Justice Center.

On-site security officer supervisor will be required at the M.C. Blanchard Judicial Center during normal business hours only. The supervisor shall supervise security officers at both locations.

At all times during normal business hours, no fewer than four security officers, two of which shall be armed, shall be located at the primary entrance of the M.C. Blanchard Judicial Center and one armed and one unarmed security officer shall be located at the South entrance of the M.C. Blanchard Judicial Center.

At all times during normal business hours, no fewer than two security officers, one of which shall be armed, shall be located at the primary entrance of the T. Bruno Juvenile Justice Center.

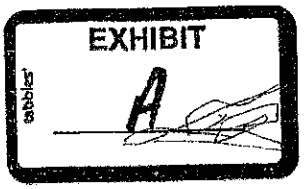
Public entrance protocols, disability entrance protocols, employees entrance protocols, delivery entrance protocols, contractor entrance protocols, and plain clothed law enforcement entrance protocols at both the M.C. Blanchard Judicial Building and Theodore F. Bruno Juvenile Justice Center will be established by Court Administration and provided to the contractor.

Protocols relative to the security officer's use of a firearm within both facilities will be established by Court Security and approved by the contractor.

If necessary, operator training relative to the existing security equipment will be provided by Court Administration.

Hours of coverage for the M.C. Blanchard Judicial Center will be from 7:00 a.m. to 5:30 p.m., Monday through Friday.

Hours of coverage for the T. Bruno Juvenile Justice Center will be from 7:30 a.m. to 5:30 p.m., Monday through Friday.



Irregular hours for the M.C. Blanchard Judicial Center will be every Tuesday & Thursday when the facility opens at 6:30am for early Court.

Irregular hours for both facilities may occur on any given day based on Court needs and operations.

The bidder shall review the flow of traffic to determine the staffing requirements to maintain adequate coverage during the hours of operation so as not to cause undue delay for persons entering the building. Average public entrance at the M.C. Blanchard Judicial Center is 1,000 persons per day. Average employee entrance, to include disability, contractors, and plain clothed law enforcement, at the M.C. Blanchard Judicial Center is 300 persons per day. Average public entrance at the T. Bruno Juvenile Justice Center is 300 persons per day

SPECIFIC REQUIREMENTS OF THE SECURITY OFFICERS

The contractor shall provide security officers as requested by Court Administration.

The security officers shall be neat and clean in attire and person and shall always wear a uniform and badge while on duty.

The security officers shall perform all general security duties in accordance with the instructions furnished by the Court Administration.

The contractor's security officers shall, at a minimum, maintain an hourly shift log and a floor inspection log.

The duties of the security officers shall not be limited to those listed herein and are subject to change at the reasonable discretion of the Court Administration and approved by the contractor.

OTHER REQUIREMENTS

The contractor shall provide uniforms, badges and firearms (if required) to the security officers.

The contractor shall obtain prior approval from Court Administration on the style and color of uniforms.

The contractor shall provide the appropriate clothing to the security officers for all types and weather.

The contractor shall be a licensed security contractor in the State of Florida

The contractor shall have a minimum of five (5) year work history.

The contractor shall have a minimum of two (2) years courthouse, state or federal, experience.

Security officers shall be employees of the contractor.

The contractor shall assume all financial responsibilities for security officers furnished for the contract including but not limited to: all salaries, all payroll costs, all training cost, all equipment and uniforms, all Social Security Taxes, all Federal and State Unemployment Insurance, any and all similar taxes and expense related to security officers.

The contractor will be required to fully comply with all applicable federal, state, and local regulations and laws.

DYNAMIC SECURITY, INC.

Over 70 Years of Quality Protective Services

From : Chris Hargrove
Dynamic Security
VP- Sales

To: Will Moore
Chief Deputy Court Administrator
Trial Court Administration

Sub: Professional Security Services
Proposed Pricing

Date: Sept 8, 2017

Upon a detailed review of the facility security requirements and procedures, Dynamic Security proposes the following service coverage's and rates:

Dynamic Security Elite Services Billing Rate = $16.81 hour

496 HPW of Security Coverage

Estimated Dynamic Yearly Cost = $433,639.00

Estimated Yearly Supplemental/Emergency Cost =
980 hours of coverage X $16.81 hour = $16,473.80

Total Estimated Cost = $450,112.80

Detailed Analysis of the security requirements and procedures is as follows:

Main Entrance - 250 HPW of security coverage.

Monday, Wednesday and Friday 0730 to 1730
2 screening Unarmed Officers and 2 over-watch Armed Officers
1 additional screening Unarmed Officer from 0730 to 1530

Tuesday and Thursday 0630 to 1730
2 screening Unarmed Officers and 2 over-watch Armed Officers
1 additional screening Unarmed Officer from 0730 to 1530

Employee/Vendor Entrance – 100 HPW of security coverage

Monday through Friday 0730 to 1730
2 Armed Processing Officers

1102 Woodward Ave. Muscle Shoals, AL 35661 Phone (256) 383-5798 * Fax (256) 383-63

EXHIBIT
tabbies
B

DYNAMIC SECURITY, INC.

Over 70 Years of Quality Protective Services

Juvenile Entrance - 106 HPW

Monday through Friday 0730 to 1730
1 screening Unarmed Officer and 1 Armed Officer

Saturday and Sunday- 3 hour average per day
1 Armed Officer for weekend coverage

Supervisor – 40 HPW

NOTE- All permanent assigned Dynamic Security Officers will be a member of The Dynamic Elite Service Officers Division and licensed with the State of Florida "G" Armed Security License.

Any questions, please contact me directly at 251-680-0665 or email notification @ chargrove@dynamicsecurity.org

Chris Hargrove

1102 Woodward Ave. Muscle Shoals, AL 35661 Phone (256) 383-5798 * Fax (256) 383-6307

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

14. Scheduling a Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner Bergosh, and carried 4-0, with Commissioner May having left the meeting, authorizing the scheduling of a Public Hearing for 5:31 p.m. on October 5, 2017, for the purpose of receiving comments from the general public concerning the Fiscal Year 2016-2017 proposed Grant Application by Escambia County Area Transit (ECAT), for Mass Transit Projects for Federal Transit Administration (FTA), Section 5307 Funds, Operating and Capital.

II. BUDGET/FINANCE CONSENT AGENDA

1-38. Approval of Various Consent Agenda Items

Motion made by Commissioner Bergosh, seconded by Commissioner Barry, and carried 4-0, with Commissioner May having left the meeting, approving Consent Agenda Items 1 through 38, as follows, with the exception of Items 5 and 13, which were held for separate votes:

1. Adopting the Resolution [R2017-117] authorizing the write-off of $3,534,483.21 in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

   This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt; this Resolution includes write-offs from Emergency Medical Services (EMS) Ambulance Billings for the third quarter of Fiscal Year 2016-2017 for 7,620 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency.

2. Approving the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Safety Department, for Fiscal Year 2017/2018.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-38. Approval of Various Consent Agenda Items – Continued

27. Approving the payment to USI Insurance Services, LLC, in the amount of $23,049, for Privacy and Network Liability insurance, written through New Markets Insurance Agency, as representative for Illinois Union Insurance Company, for the period of October 1, 2017, through September 30, 2018 (Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501).

28. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 16-17.044, Jackson Creek Floodplain Restoration and Expansion Project, for a lump sum of $123,430.04, and optional services of $115,118.83, for a maximum total of $238,548.87 (Funding: Fund 118, Gulf Restoration Fund, Cost Center 222002, NFWF #45901 Bayou Chico Grant).

29. Taking the following action concerning insurance for the Escambia County Jail (Funding: Fund 501, Internal Service, Cost Center 140835, Object Code 54501):

    A. Approving the payment to USI Insurance Services, LLC, for the combined General Liability - Professional Criminal Justice Service Operations Insurance Policy, written through AB Risk (Wholesale Broker) and issued by Brit Global Specialty USA, effective October 1, 2017, through September 30, 2018, in the amount of $513,870, with a $100,000 deductible; and

    B. Approving the payment to USI Insurance Services, LLC, for the Professional Liability (Medical Malpractice) Insurance Policy, written through AB Risk (Wholesale Broker) and issued through Pro-Praxis Insurance, and underwritten by Certain Underwriters at Lloyd's, effective October 1, 2017, through September 30, 2018, in the amount of $69,335, with a $50,000 deductible until an inner aggregate limit of $105,000 is reached, at which time the deductible is $15,000.

30. Approving, and authorizing the Chairman to sign, subject to Legal sign-off, the *Agreement for Security Officer Services* between Escambia County, Florida, and Dynamic Security Services, Inc., for security officer services at the entrances for the following locations: the M.C. Blanchard Judicial Center and the Theodore F. Bruno Juvenile Justice Center (Funding: Fund 115, Court Security Article V, Cost Center 410505, Object Code 53401, Other Contractual Services).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18841 **County Administrator's Report 10. 52.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Authorization to Take Action Regarding Defaulted Contracts for Reimbursement of Training Expenses
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization to Take Action Regarding Defaulted Contracts for Reimbursement of Training Expenses - William R. Powell, Director of Corrections

That the Board take the following action concerning authorization for legal action related to defaulted Contracts for reimbursement of training expenses:

A. Authorize the County Attorney's Office to file a small claims case against Douglas Forbes and Derrick Allgood related to the default of their respective Contracts for reimbursement of training expenses; and

B. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents related to the aforementioned action.

BACKGROUND:

On October 2, 2018, Douglas Forbes entered into an Agreement with Escambia County. On May 20, 2019, Derrick Allgood entered into an Agreement with Escambia County. The aforementioned Agreements outlined their commitments to provide two years of service to the Corrections Department post-graduation from the training program. In return, the County would cover the cost of tuition, fees and uniforms associated with the training program. Both individuals tendered their resignations prior to fulfilling their two-year commitment. Both individuals were provided a 12-month window of opportunity during which they were requested to fulfill the financial obligations of their Agreement. As of the date of this Recommendation, Mr. Forbes owes the County $1,477.73, and Mr. Allgood owes the County $1,736.20.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare or approve all documents prior to execution by the Chairman.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Once authorized, the County Attorney's Office will file the necessary paperwork related to the small claims cases.

Attachments

Douglas Forbes: Contract for Reimbursement of Training Expenses
Derrick Allgood: Contract for Reimbursement of Training Expense
Derrick Allgood Letter of Job Abandonment
Douglas Forbes Resignation

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT is made and entered into on the 2nd day of October 2018, by and between Escambia County, Florida a political subdivision of the State of Florida (hereinafter referred to as the "County"), and Douglas S. Forbes (hereinafter referred to as the "Employee").

WITNESSETH:

WHEREAS, the County desires to retain the services of Employee in the capacity of Corrections Officer trainee at the Escambia County Jail and, contingent upon completing the necessary training and receiving state certification, the County desires to retain Employee as a full-time Corrections Officer; and

WHEREAS, the Parties acknowledge that Employee's qualification as a Corrections Officer will require completion of the Correctional Officer Basic Recruit Training Program (hereinafter referred to as the "training program") and certification from the Florida Department of Law Enforcement (FDLE); and

WHEREAS, pursuant to §943.16, Florida Statutes, County has agreed to fund the costs associated with Employee attending the training program; and

WHEREAS, Employee acknowledges that the County shall incur substantial expense associated with the training of the undersigned, which is intended to be recaptured through Employee's continued employment as a Corrections Officer after completing the training program; and

WHEREAS, Employee has agreed to continue employment with the County as a Corrections Officer for at least two (2) years after graduating from the training program or, otherwise, be subject to an obligation to reimburse the County for said costs.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Employee hereby agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.

2. In consideration of the agreement of the County to provide Employee with formal Corrections Officer training through the Correctional Officer Basic Recruit Training Program, Employee does hereby agree that in the event Employee should fail to successfully complete said training program or fail to receive state certification from the FDLE pursuant to Chapter 943, Florida Statutes, or in the event said Employee's employment with the County is terminated upon the Employee's own initiative within twenty four (24) months from the date of graduation from said training program, Employee will reimburse the County for all expenses incurred for said training program (hereinafter referred to as the "Reimbursement Obligation"). The twenty-four (24) month Reimbursement Obligation shall commence the first calendar day after graduation from the training program and conclude upon the 730th day thereafter.

3. In accordance with §943.16, Florida Statutes, the Reimbursement Obligation of Employee shall consist of the sum of all amounts expended by the County for tuition and other course expenses during the training program period. The Reimbursement Obligation shall

include, but not be limited to, the cost of enrollment, tuition, books, physical fitness uniforms, lab fees, departmental fees, and the cost of meals incurred by County for Employee's participation in the training program. The Reimbursement Obligation of Employee shall also include all amounts expended by the County associated with Employee's state certification exam, including but not limited to, enrollment fees, study guides, travel expenses, and the cost of meals. The Employee acknowledges that the total Reimbursement Obligation is estimated to be $2,142.05, but shall be subject to adjustment upon calculation of actual costs incurred by the County for the Employee's participation in the training program.

4. Payment in full of the Reimbursement Obligation, as defined herein, is immediately due and payable at the time of Employee's resignation or termination as provided in paragraph 2 above. The Employee acknowledges and agrees, to the extent permitted by state and federal law, any Reimbursement Obligation due and owing by Employee at the time of Employee's resignation or termination may be withheld from any monies Employee is owed by the County.

5. The Employee acknowledges, pursuant to §943.16(4), Florida Statutes, the County may institute a civil action to collect any Reimbursement Obligation due and owing by Employee if said amount is not timely reimbursed as provided herein. Further, to the extent permitted by law, the Employee agrees to be liable for any legal fees, court costs, attorneys' fees or other costs of collection, including legal interest, incurred by County in an effort to collect any delinquent Reimbursement Obligation due and owing by Employee.

6. By signing this Agreement, the Employee hereby acknowledges that Employee received a copy of the Contract for Training Reimbursement of Training Expenses and fully understands the terms of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA:

By: _____
Jack R. Brown, County Administrator

Date: 10/3/18

Witness: _____

Witness: Laura Buchinger

EMPLOYEE:

By: Douglas S Forbes

Date: 10/2/2018

Witness: _____

Witness: Scotty Meade

Scotty Meade JR

CONTRACT FOR REIMBURSEMENT OF TRAINING EXPENSES

THIS AGREEMENT is made and entered into on the 20th day of May 2019, by and between Escambia County, Florida a political subdivision of the State of Florida (hereinafter referred to as the "County") and Derrick Allgood (hereinafter referred to as the "Employee").

WITNESSETH:

WHEREAS, the County desires to retain the services of Employee in the capacity of Corrections Officer trainee at the Escambia County Jail and, contingent upon completing the necessary training and receiving state certification, the County desires to retain Employee as a full-time Corrections Officer; and

WHEREAS, the Parties acknowledge that Employee's qualification as a Corrections Officer will require completion of the Correctional Officer Basic Recruit Training Program (hereinafter referred to as the "training program") and certification from the Florida Department of Law Enforcement (FDLE); and

WHEREAS, pursuant to §943.16, Florida Statutes, County has agreed to fund the costs associated with Employee attending the training program; and

WHEREAS, Employee acknowledges that the County shall incur substantial expense associated with the training of the undersigned, which is intended to be recaptured through Employee's continued employment as a Corrections Officer after completing the training program; and

WHEREAS, Employee has agreed to continue employment with the County as a Corrections Officer for at least two (2) years after graduating from the training program or, otherwise, be subject to an obligation to reimburse the County for said costs.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County and Employee hereby agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.

2. In consideration of the agreement of the County to provide Employee with formal Corrections Officer training through the Correctional Officer Basic Recruit Training Program, Employee does hereby agree that in the event Employee should fail to successfully complete said training program or fail to receive state certification from the FDLE pursuant to Chapter 943, Florida Statutes, or in the event said Employee's employment with the County is terminated upon the Employee's own initiative within twenty four (24) months from the date of graduation from said training program, Employee will reimburse the County for all expenses incurred for said training program (hereinafter referred to as the "Reimbursement Obligation"). The twenty-four (24) month Reimbursement Obligation shall commence the first calendar day after graduation from the training program and conclude upon the 730th day thereafter.

3. In accordance with §943.16, Florida Statutes, the Reimbursement Obligation of Employee shall consist of the sum of all amounts expended by the County for tuition and other course expenses during the training program period. The Reimbursement Obligation shall

include, but not be limited to, the cost of enrollment, tuition, books, physical fitness uniforms, lab fees, departmental fees, and the cost of meals incurred by County for Employee's participation in the training program. The Reimbursement Obligation of Employee shall also include all amounts expended by the County associated with Employee's state certification exam, including but not limited to, enrollment fees, study guides, travel expenses, and the cost of meals. The Employee acknowledges that the total Reimbursement Obligation is estimated to be $2,185.05 but shall be subject to adjustment upon calculation of actual costs incurred by the County for the Employee's participation in the training program.

4. Payment in full of the Reimbursement Obligation, as defined herein, is immediately due and payable at the time of Employee's resignation or termination as provided in paragraph 2 above. The Employee acknowledges and agrees, to the extent permitted by state and federal law, any Reimbursement Obligation due and owing by Employee at the time of Employee's resignation or termination may be withheld from any monies Employee is owed by the County.

5. The Employee acknowledges, pursuant to §943.16(4), Florida Statutes, the County may institute a civil action to collect any Reimbursement Obligation due and owing by Employee if said amount is not timely reimbursed as provided herein. Further, to the extent permitted by law, the Employee agrees to be liable for any legal fees, court costs, attorneys' fees or other costs of collection, including legal interest, incurred by County in an effort to collect any delinquent Reimbursement Obligation due and owing by Employee.

6. By signing this Agreement, the Employee hereby acknowledges that Employee received a copy of the Contract for Training Reimbursement of Training Expenses and fully understands the terms of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA:

By: _____
Matt Coughlin, Interim County Administrator

Date: 5/21/2019

Witness: _____

Witness: _____

EMPLOYEE: Derrick Allgood

By: _____

Date: 05/20/19

Witness: _____

Witness: _____

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Escambia County Corrections

To whom it may concern,

Correctional Officer Trainee Derrick L. Allgood left the Corrections Academy at 1900 hours on 9/19/2019 and has not contact Escambia County Corrections in relation to his leave of absence. COT Allgood has still not attempted to contact our agency even though I have called and left messages to him and his emergency contact on multiple occasions. COT Allgood has not reported for duty since 9/19/2019 at 1900 hours. I have completed Unscheduled Leave Reports on COT Allgood for 9/19/2019, 9/20/2019, 9/23/2019, 9/24/2019, 9/25/2019 and 9/26/2019. COT Allgood has missed a total of 43 hours without notifying the agency. I was informed by the other COT's at the academy that COT Allgood went back to Washington. I understand that this information is only hearsay but, I thought it may be worth adding to the document due to the possibility of Job Abandonment.

Respectfully,

Sgt. Ronald Andrews #2039

SGT. Ronald Andrews #2039
Escambia County Corrections
Training AOIC
Video Visitation AOIC

October 21, 2019

To: Commander Nash & Command Staff:

I, Douglas S Forbes, Will be resigning. My effective date will be November 7th.

I thank you for the opportunity to serve.

Respectfully Submitted,

Douglas S Forbes

10/21/19

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18717 **County Administrator's Report 10. 53.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Professional Liability (Medical Malpractice) for the Jail
From: Mark Bartlett, Risk Manager
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation ConcerningProfessional Liability (Medical Malpractice) Insurance for the Jail - Mark Bartlett, Manager, Risk Management Office/Jana Still, Human Resources Department Director

That the Board approve the payment to USI Insurance Services, LLC, for the Professional Liability (Medical Malpractice) Insurance policy issued through Pro-Praxis Insurance and underwritten by Certain Underwriters at Lloyd's of London, for an extension effective November 15, 2020, through January 1, 2021, in the amount of $23,767, with a $75,000 deductible.

Vendor	Funding	Amount
USI Insurance Services, LLC Professional Liability (Medical Malpractice) Insurance	Fund 501, Internal Service Fund, Cost Center 140835, Object Code 54501	$23,767

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

BACKGROUND:

The policy was previously extended to allow the carrier to change to a locally admitted company in the United States. The two carriers have pulled out of this market space, so this extension will allow an opportunity to look for a different company or self-insure.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Risk Management will be the Contract Administrator.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, a Purchase Order will be issued to provide payment for services rendered from the Contract.

Attachments

Medical Malpractice Policy

Extension Invoice

Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

Pro-Praxis Insurance
32 Old Slip, 4th Floor
New York, NY 10005

SLC-3 (USA) NMA2868 (24/08/00)
Form approved by Lloyd's Market Association

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

   The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

   Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 mos)	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 (3 mos)	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 mos)	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 (10 mos)	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 (1 mos)	19	117 - 120	43	210 - 214 (7 mos)	67	320 - 323	91
33 - 36	20	121 - 124 (4 mos)	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 (11 mos)	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 (8 mos)	74	352 - 355	98
59 - 62 (2 mos)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 mos)	52	251 - 255	76	361 - 365 (12 mos)	100

Rules applicable to insurance with terms less than or more than one year:

A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.

B. If insurance has been in force for more than one year:
   1. Determine full annual premium as for insurance written for a term of one year.
   2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
   3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

PRO-PRAXIS INSURANCE

32 Old Slip, 5th Floor
New York, NY 10005

In consideration of the stipulations and premium shown, Underwriters do hereby bind themselves, each for his own part and not one for the others as follows: IN FAVOR OF THE INSURED whose name and address is shown, for the limits or amount specified hereon, and for the term stipulated, according to the following:

This Declaration Page is attached to and forms part of Certificate provisions (Form SLC-3 USA NMA 2868)

Previous No. AH300212 Authority Ref. No. B0595EL0205002019 Certificate No. AH400212

1. NAME AND ADDRESS OF INSURED:
   Escambia County Board of County Commissioners
   1700 W Leonard STreet, Pensacola, FL 32501

2. EFFECTIVE FROM 10/1/2019 to 10/1/2020
   (both days at 12:01 a.m. standard time.)

3. Insurance is effective with certain UNDERWRITERS AT LLOYD'S, LONDON. Percentage – 100%

4. AMOUNT

Limits	a.	$1,000,000	Per Claim (PL)
	b.	$3,000,000	Annual Aggregate (PL)
	c.	Not Applicable	Per Occurrence (GL)
	d.	Not Applicable	Annual Aggregate (GL)
	e.	Not Applicable	Per Claim (EBL)
	f.	Not Applicable	Annual Aggregate (EBL)
Deductible	**g.**	**$3,000,000**	**Policy Aggregate**
	h.	$75,000	Per Claim (PL)
	i.	Not Applicable	Annual Aggregate (PL)
	j.	Not Applicable	Per Occurrence (GL)
	k.	Not Applicable	Annual Aggregate (GL)
	l.	Not Applicable	Per Claim (EBL)

Coverage Type Healthcare Organization Professional and General Liability Insurance

Retroactive Date	m.	8/1/2009	PL
	n.	Not Applicable	GL
	o.	Not Applicable	EBL

Rate On File With the Correspondent

Premium $193,307
Issuance Fee $0

5. Forms attached hereto and special conditions

AH 1111 049 (8.2019)	Statement of Security
AH 1111 001 (2.2019)	Declarations Page - CW
AH 1111 002 (5.2014)	Policy
AH 1111 010 (5.2014)	Delete Insuring Agreement B
AH 1111 011 (5.2014)	Delete Insuring Agreement C
AH 1111 012 (5.2014)	Limitation of Surgical Services
AH 1111 013 (5.2014)	Defense Costs Within Limit
AH 1111 031 (5.2014)	NMA Mandatory Endorsements
AH 1111 033 (5.2014)	Schedule B
AH 1111 035 (5.2014)	Sexual Misconduct Amendment
AH 1111 036 (5.2014)	TPA SIR Language DRAFT
AH 1111 052 (2.2018)	Civil Rights Violation
AH 1111 053 (2.2018)	Exclusion if Law Violations

6. SERVICE OF SUIT MAY BE MADE UPON

Mssrs. Mendes and Mount
750 Seventh Avenue, New York, NY 10019

7. IN THE EVENT OF A CLAIM, PLEASE NOTIFY THE FOLLOWING
Western Litigation
1900 West Loop South, Suite 1500, Houston, TX 77027

Issued at New York, NY

Dated 9/20/2019

ON BEHALF OF UNDERWRITERS AT LLOYD'S LONDON, ENGLAND
BY: PRO-PRAXIS INSURANCE



Correspondent

It is expressly understood and agreed by the Insured by accepting this instrument that Pro-Praxis Insurance is not an Insurer hereunder and shall not be liable in any way nor to any extent whatsoever for any loss or claim.

CYBER EXTENSION:

By opting to include Cyber Insurance coverage and providing your instructions to bind, you warrant that the following statements herein are true, material and complete. It is further understood that insurers have relied upon your instructions to bind as affirmative confirmation that the following statements are true and complete and that any coverage obtained by fraud, material misrepresentation or omission will be void:

- One or more firewalls are installed on the organisations network boundary to restrict inbound and outbound network traffic to authorised connections.
- Antivirus software is installed on all computers that are connected to or capable of connecting to the internet configured to update automatically or through the use of centrally managed deployment.
- Updates and security patches are applied to software running on all computers and network devices that are connected to or capable of connecting to the internet in a timely manner (no later than 30 days after release).
- All business critical data is backed up at least once a week.
- All sensitive data including protected health information stored on portable computing devices or backup media is encrypted.
- The organisation is compliant with the Health Insurance Portability and Accountability Act (HIPPA)
- You have not experienced any unauthorised access to, or acquisition of personally identifiable information, protected health information, payment card information or any other third party confidential information in the past three years.
- You have not experienced any unauthorized access to, or unauthorized use of your computer system or your data assets in the last three years.
- You do not process or store more than 500,000 personal records.

I Accept Cyber Liability Option ☐

I Reject Cyber Liability Option ☐

Signature of Insured _____

CYBER Incident Assurance Hotline:

As one of the Insurer's trusted partners the law firm Mullen Coughlin can be contacted 24/7/365 for immediate incident assistance. Mullen Coughlin is a pre-approved legal services vendor authorized by Arrowhead to deliver incident response advice and vendor coordination services under this policy. You will not be charged for the lawyer's time during this first call, but should you then elect to engage Mullen Coughlin to deliver legal services, then you will be charged and you should follow the notification procedure outlined in your insurance policy to obtain approval for incurring these costs if you wish to make a claim.

Breach Hotline: (844) 899-8535
MS Amlin Breach email: msamlin.breachhotline@mullen.law

CALLS TO THIS NUMBER ARE FOR ASSISTANCE ONLY AND DO NOT CONSTITUTE NOTICE OF CLAIM. NOTICE OF CLAIM MUST BE PROVIDED TO OUR REPRESENTATIVE NAMED IN THE CLAIMS NOTICE SECTION OF THE DECLARATIONS**.**

CYBER Notice of Claim:

If you wish to make a claim under this Policy or if you wish to cancel this policy then please notify the following:

Kari Tim
Bates Carey
191 North Wacker
Suite 2400
Chicago, IL 60606
Email: MSAmlinCyber@batescarey.com

HEALTH CARE ORGANIZATION
PROFESSIONAL AND GENERAL LIABILITY INSURANCE POLICY

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Insurer**, including the statements made in the **Application**, the **Insurer** and the **Insured**, subject to all of the terms, conditions and limitations of this Policy and any endorsements thereto, agree as follows:

I. INSURING AGREEMENTS

A. CLAIMS MADE PROFESSIONAL LIABILITY

The **Insurer** will pay on behalf of the **Insured**, subject to the Limit of Liability set forth in Item 4. (a) of the Declarations, **Loss** in excess of the Deductible stated in Item 4. (h) of the Declarations, which the **Insured** becomes legally obligated to pay as a result of a **Claim** alleging a **Medical Incident**, provided always that:

1. such **Claim** is first made against the **Insured** during the **Policy Period** or any applicable Extended Reporting period; and
2. notice of such **Claim** is given to the **Insurer** in accordance with **Section IV, CONDITIONS, B.** of this Policy.

The **Insurer** will have the right and duty to defend any such **Claim** brought against the **Insured**, and will do so even if any of the allegations of the **Claim** are groundless, false or fraudulent.

B. COMMERCIAL GENERAL LIABILITY

The **Insurer** will pay on behalf of the **Insured**, subject to the Limit of Liability set forth in Item 4. (c) of the Declarations, **Loss** in excess of the Deductible stated in Item 4. (j) of the Declarations, which the **Insured** becomes legally obligated to pay as damages because of **Bodily Injury**, **Property Damage**, or **Personal or Advertising Injury** caused by an **Occurrence**; provided always that:

1. The **Bodily Injury, Property Damage** or **Personal or Advertising Injury** is caused by an **occurrence;**
2. The **Bodily Injury**, **Property Damage** or **Personal or Advertising Injury** occurs during the policy period; and
3. Prior to the policy period, no **insured** knew that the **Bodily Injury**, **Property Damage** or **Personal or Advertising Injury** had occurred, in whole or in part. If an **Insured** knew, that prior to the policy period, that the **Bodily Injury**, **Property Damage** or **Personal or Advertising Injury** occurred, then any continuation, change or resumption of such **Bodily Injury**, **Property Damage** or **Personal or Advertising Injury** during or after the policy period will be deemed to have been known prior to the policy period.

Bodily Injury, **Property Damage** or **Personal or Advertising Injury** will be deemed to have been known to have occurred at the earliest time when an **insured**:

1. Reports all or part of the **Bodily Injury**, **Property Damage** or **Personal or Advertising Injury** to us or any other insurer;
2. Receives a written or oral demand or claim for damages because of the **Bodily Injury**, **Property Damage** or **Personal or Advertising Injury;** or

3. Becomes aware by any other means that **Bodily Injury**, **Property Damage** or **Personal or Advertising Injury** has occurred or has begun to occur.

The **Insurer** will have the right and duty to defend any such **Claim** brought against the **Insured**, and will do so even if any of the allegations of the **Claim** are groundless, false, or fraudulent.

C. **CLAIMS MADE EMPLOYEE BENEFITS LIABILITY**
The **Insurer** will pay on behalf of the **Insured**, subject to the Limit of Liability set forth in Item 4. (e) of the Declarations, **Loss** in excess of the Deductible stated in Item 4. (l) of the Declarations which the **Insured** becomes legally obligated to pay as a result of a **Claim** alleging injury to **Employees** because of an act, error or omission in the **Insured's Administration** of its **Employee Benefit Program**; provided always that:

1. such **Claim** is first made against the Insured during the **Policy Period** or any applicable Extended Reporting period; and
2. notice of such **Claim** is given to the **Insurer** in accordance with Section IV.B. of this Policy.

The **Insurer** will have the right and duty to defend any such **Claim** brought against the **Insured**, and will do so even if any of the allegations of the **Claim** are groundless, false, or fraudulent.

II. DEFINITIONS

A. "**Administration**" means:

1. Giving advice or counsel to **Employees** or their beneficiaries concerning their rights or interest with regard to the **Employee Benefit Program**;
2. Determining the eligibility of **Employees** to participate in such **Employee Benefit Program**;
3. Interpreting the provisions of such **Employee Benefit Program**;
4. Effecting enrollment and termination of **Employees** in such **Employee Benefit Program**; or
5. Handling and keeping records pertaining to such **Employee Benefit Program**.

B. "**Advertisement**" means a notice that is broadcast or published to the general public or specific market segments about the **Insured's** goods, products or services, for the purpose of attracting customers or supporters. **Advertisement** includes:

1. Notice that is broadcast or published includes material placed on the Internet or similar means of electronic communication; and
2. With regard to websites, only that part of a website that is about the **Insured's** goods, products or services, for the purpose of attracting customers or supporters, will be considered an **Advertisement**.

C. "**Application**" means the historical **loss** and underwriting exposure information submitted via the **Insurer's** website, through alternative electronic communication and/or in hard copy. **Application** includes any and all materials and information submitted to or obtained by the **Insurer** in connection with such applications, including all financial statements of the **Insureds** and any press releases or other materials disseminated publicly (including information contained on any Internet websites maintained by or on behalf of any **Insured**), all of which are deemed to be on file with the **Insurer** and are deemed to be attached to, and form part of, this Policy as if physically attached. If the **Application** uses terms or phrases that differ from terms defined in this Policy, no inconsistency between any term or phrase used in the **Application** and any term defined in this Policy will serve to waive or change any of the terms, conditions and limitations of this Policy.

D. "**Bodily Injury**" means physical injury, sickness or disease sustained by a person other than a **Patient**, including mental anguish, emotional distress or death resulting therefrom.

E. "**Claim**" means a written demand seeking monetary damages otherwise covered by this Policy. If an **Insured** becomes aware of any acts, errors or omissions which may subsequently give rise to a written demand, then any **Claim** subsequently made against the **Insured** arising out of such acts, errors or omissions shall, subject to Section IV, CONDITIONS B and C, be treated as if it had been first made during the **Policy Period**.

F. "**Defense Expenses**" means reasonable fees, costs and expenses incurred by or on behalf of the **Insured** in connection with the defense of a **Claim**; however, **Defense Expenses** shall not include:

1. Salaries, remuneration, overhead, fees or benefit expenses of an **Insured**;
2. Fines, penalties, or taxes levied against an **Insured**;
3. Fees, costs or expenses incurred without the prior consent of the **Insurer;** or
4. **Loss**.

G. "**Employee**" means a person who has been hired by an **Insured** to perform services, and who has an assigned work schedule and appears on the regular payroll of an **Insured**, with applicable federal, state and local taxes withheld. **Employee** does not include an Independent Contractor.

H. "**Employee Benefit Program**" means any group life insurance, group accident and health insurance, profit sharing plan, pension plan, **Employee** stock subscription plan, workers' compensation, unemployment insurance, social security and disability benefits insurance, or any other similar plan administered by or on behalf of the **Insured** for the benefit of its **Employees**.

I. "**Employment Practices**" means any actual or alleged breach of employment contract; failure or refusal to hire, employ or promote a person; demotion or discharge of a person; employment-related defamation or humiliation; discipline or evaluation of an **Employee**; discrimination, harassment, segregation, limitation or classification of persons in any way that tends to deprive any person of employment opportunities or otherwise adversely affect his/her status as an **Employee**, because of his/her race, age, sex, national origin, marital status, physical or mental handicap, pregnancy, religion, sexual orientation or preference, military status or any other status that is protected under any applicable federal, state or local statute or ordinance; retaliation; or employment-related misrepresentation. However, **Employment Practices** will not include any of the foregoing that are alleged to result from **Peer Review**.

J. "**Good Samaritan Acts**" means acts or services provided by or failed to be provided by an Insured in rendering emergency treatment, without remuneration, at the scene of an accident, medical crisis or disaster.

K. "**Hostile Fire**" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

L. "**Insured**" means any of the following:

1. The **Named Insured**;
2. Any **Insured Entity**;
3. Any **Employee**, but only while acting within the scope of his/her duties as such; and, solely with respect to Insuring Agreement A. and B., **Insured** shall also mean the following:

    a. Any **Volunteer**, but only while acting within the scope of his/her duties as such;
    b. Any member of a duly authorized board or committee of the Named Insured, any person communicating information to such board or committee, or any person charged with the duty of acting as a hearing officer or agent of such committee or executing directives of any such board or committee; provided, however that any such person shall only be an Insured while acting within the scope of his/her duties as such;
    c. Any of the Insured's medical directors, students, administrators, department heads or chiefs of staff, who are not Employees, while acting within the scope of their duties a such; provided, however, that

such person shall not be an Insured for Claims arising out of direct **patient** care rendered or allegedly failed to be rendered by him/her; or

d. Any member or partner of a joint venture or partnership specifically designated as such in Schedule B, but only with respect to such member or partner's liability arising out of such designated joint venture or partnership;

And solely with regard to Insuring Agreement A., CLAIMS MADE PROFESSIONAL LIABILITY, **Insured** shall also mean, in the event of the death, incapacity, or bankruptcy of an **Insured**, the estates, heirs, legal representatives and/or assigns of such **Insured**.

However, no intern, extern, resident, or dental, osteopathic or medical doctor is an **Insured** for any **Medical Incident** unless he or she is specifically named via endorsement in Schedule B.

M. "**Insured Entity**" means the organization(s) listed in Schedule B.

N. "**Insured's Products**" means:

1. Goods or products manufactured, sold, handled or distributed by:

   a. The **Insured**;
   b. Others trading under the name of the **Insured**; or
   c. A person or organization whose assets the I**nsured** has acquired in accordance with Condition J.; and

2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

O. "**Insurer**" means the Company identified in the Declarations.

P. "**Loss**" means any monetary amount paid on account of an award, judgment or settlement, which can include punitive or exemplary damages except in those jurisdictions which prohibit insurance coverage for such punitive or exemplary damages. **Loss** shall mean those amounts in excess of the applicable Deductible, which an **Insured** is legally obligated to pay as a result of a **Claim**. However, **Loss** shall not include:

1. Salaries, remuneration, overhead fees or benefit expenses of an **Insured**;
2. Fines, penalties, sanctions or taxes levied against an **Insured**;
3. Non-monetary relief or redress in any form other than monetary compensation or damages, including, but not limited to, injunctive, declaratory and administrative relief;
4. The return, restitution, refund or disgorgement of fees, profits or amounts allegedly wrongfully held and/or retained by an **Insured**;
5. Matters which are uninsurable under applicable law;
6. The payment, satisfaction or writing off of any medical bills or charges by an **Insured**; or
7. **Defense Expenses**.

Q. "**Medical Incident**" means:

1. An actual or alleged act, error or omission in an **Insured**'s rendering of or failure to render **Medical Professional Services**;
2. An actual or alleged act, error or omission in connection with an **Insured's** activities as a member of a duly authorized board or committee of the **Insured**, or as a member of any committee of the **Insured**, or as a member of any committee of the medical or professional staff of the **Insured** when engaged in **Peer Review** or **Utilization Review**;

3. An actual or alleged act, error or omission in connection with an **Insured's** activities as a member of an accreditation, standards review or similar board or committee;
4. Any actual or alleged act, error or omission in connection with an **Insured's** performance of quality assurance activities;
5. Any actual or alleged act, error or omission in connection with **Good Samaritan Acts**. Or
6. **Bodily Injury** to a **Patient**, unless the **Bodily Injury** arises out of

    a. fire, smoke, heat or fumes from a hostile fire;
    b. lightning, windstorm, hail, earthquake or flood;
    c. vandalism, riot, strike or civil commotion;
    d. aircraft or vehicles;
    e. explosion, elevator malfunction, maintenance of a building or structural collapse of a building; and
    f. smoke, fumes, vapor, or soot from equipment used to heat the building.

R. "**Medical Professional Services**" means services performed by an **Insured** in the treatment or care of any person, including: medical, dental, nursing, psychiatric, osteopathic, chiropractic, counseling or social services or other professional care or services; the furnishing or dispensing of medications, drugs, blood, blood products, or medical or surgical supplies, equipment or appliances; the furnishing of food or beverages in connection with such treatment or care; and the handling of or performance of post-mortem examinations on human bodies.
S. "**Named Insured**" means the entity identified in Item 1 of the Declarations.
T. "**Occurrence**" means:

1. With respect to **Bodily Injury** or **Property Damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in injury neither expected nor intended by the Insured;
2. With respect to **Personal or Advertising Injury**, a covered offense as set forth in Definition W.

U. "**Patients**" means any persons or human bodies admitted, registered, or whose admission or registration is precluded by an emergent situation, to receive **Medical Professional Services** from an **Insured**.
V. "**Peer Review**" means the process of evaluating any individual or entity for purposes of selecting, employing, contracting with or credentialing current or prospective providers of **Medical Professional Services**; provided, however, that such evaluation must be performed by members of a duly authorized professional review board or committee of the **Insured**.
W. **"Personal or Advertising Injury**" means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution; or
3. The wrongful eviction from, wrongful entry into or invasion of the right of private occupation of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, product or services;
5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
6. The **Insured's** use of another's advertising idea in its **Advertisement**;
7. The **Insured's** use of another's copyright, trade dress or slogan in its **Advertisement;** or
8. The **Insured's** infringement upon another's copyright, trade dress or slogan in its **Advertisement**.

X. "**Policy Period**" means the period from the Inception Date stated in Item 2 of the Declarations to the earlier of the Expiration Date stated in Item 2 of the Declarations or the cancellation date.

Y. "**Pollutant**" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Z. "**Property Damage**" means:

1. Physical injury to or destruction of tangible property, including all loss of use thereof as a result of such physical injury or destruction; or
2. Loss of use of tangible property that is not physically injured.

AA. "**Related Claims**" means all **Claims** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events, whether related logically, causally or in any other way.

BB. "**Retroactive Date**" means the date set forth in Item 4. (m), (n), (o) of the Declarations Page;

CC. "**Subsidiary**" means any entity during any time in which the **Named Insured** owns or controls, directly or indirectly, more than fifty percent (50%) of the outstanding securities representing the right to vote for the election of such entity's directors or members of the board of managers.

DD. "**Utilization Review**" means the process of evaluating the appropriateness or necessity of **Medical Professional Services** provided or to be provided by an **Insured. Utilization Review** includes prospective, concurrent and retrospective review of such **Medical Professional Services**; however, **Utilization Review** does not include services or activities performed in administering benefits or managing health care plans for others.

EE. "**Volunteer**" means a person providing services and/or labor to the **Insured**, without being paid by the **Insured** for providing such services and/or labor and under the supervision or direction of the **Insured**. **Volunteer** shall not include any **Employee** or independent contractor.

III. EXCLUSIONS

A. **Exclusions Applicable To Insuring Agreement I.A., CLAIMS-MADE PROFESSIONAL LIABILITY**
As respects Insuring Agreement I.A., CLAIMS-MADE PROFESSIONAL LIABILITY, this policy shall not apply to any **Claim** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

1. **Bodily Injury, Property Damage,** or **Personal or Advertising Injury**, unless such **Claim** is from a **Patient;**
2. Any actual or alleged Wrongful Act by any of the **Insured's** Directors or Officers in the discharge of their duties as such. For purposes of this Exclusion A.2, "Wrongful Act" shall mean any actual or alleged misstatement, misleading statement, act, error or omission;
3. The rendering of or failure to render **Medical Professional Services** by any person other than an **Insured**; However, this Exclusion shall not apply to the **Insured's** vicarious liability with regard to such **Medical Professional services**;
4. Any **Medical Incident** arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, auto, watercraft, motor vehicle or semi-trailer, or the loading or unloading thereof; provided, however, that this exclusion A.4 will not apply to any **Claim** arising out of a **Medical Incident** in connection with the loading or unloading of **Patients**; or
5. Any **Medical Incident** taking place prior to the **Retroactive Date** stated in Item 4. (m) of the Declarations.

B. **Exclusions Applicable to Insuring Agreement I.B., GENERAL LIABILITY**
As respects Insuring Agreement I.B., GENERAL LIABILITY, this policy shall not apply to any **Claim** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

1. Injury arising out of a **Medical Incident**. It is further agreed that this Insuring Agreement does not apply to any **Claim** to a **Patient**; provided, however, that this exclusion B.1 shall not apply to any **Claim** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

    a. fire, smoke, heat or fumes from a hostile fire;
    b. lightning, windstorm, hail, earthquake or flood;
    c. vandalism, riot, strike or civil commotion;
    d. aircraft or vehicles;
    e. explosion, elevator malfunction, maintenance of a building or structural collapse of a building; and
    f. smoke, fumes, vapor, or soot from equipment used to heat the building.

2. **Bodily Injury, Property Damage**, or **Personal or Advertising Injury** arising out of an **Occurrence** taking place prior to the effective date as stated in Item 2 of the Declarations;
3. **Bodily Injury, Property Damage**, or **Personal or Advertising Injury** expected or intended from the standpoint of the Insured; provided, however, that this exclusion shall not apply to **Bodily Injury** resulting from the use of reasonable force to protect any person or property from injury or damage;
4. **Personal or Advertising Injury** arising out of the written or oral publication of material:

    a. If done by or at the direction of an **Insured** with knowledge of its falsity; or
    b. Which was first published prior to the **Retroactive Date** stated in Item 4. (n) of the Declarations. For purposes of this subsection, if such material was first published prior to the effective date as stated in Item 2 of the Declarations, it shall be immaterial whether such material as re-published or allegedly caused injury during the **Policy Period**;

5. **Bodily Injury or Property Damage** arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, auto, watercraft, motor vehicle or semi-trailer, or the loading or unloading thereof;
6. **Property Damage** to:

    a. Any property the **Insured** owns or rents;
    b. Any premises sold, given away, or abandoned by the **Named Insured**;
    c. Any property loaned to the **Insured**;
    d. Any personal property in the care, custody or control of the **Insured**; or
    e. The **Insured's Products**, arising out of such products or any part thereof;

7. **Property Damage** to property that has not been physically injured, arising out of:

    a. A delay or failure by or on behalf of the Insured in performing any contract or agreement; or
    b. The failure of the **Insured's Products** to meet the level of performance, quality, fitness or durability promised or warranted by the Insured; provided, however, that this exclusion shall not apply to loss of use of other tangible property resulting from the sudden or accidental physical damage to or destruction of the **Insured's Products** or work performed by or on behalf of the **Insured** after such products or work have been put to use by any person or organization other than the **Insured**.

8. **Bodily Injury** to an **Employee** arising out of such person's conduct in their capacity as such, or the spouse, child, parent, brother or sister of such **Employee**;
9. Any actual or alleged infringement of right of patent, trademark, service mark, trade name, copyright, title or slogan; or

10. Injury or damage arising in whole or in part, directly or indirectly, out of fungi, including mold or mildew, any mycotoxins, toxins, allergens, spores, scents, vapors, gases or by-products released by fungi, regardless of whether such fungi is:

    a. Airborne;
    b. Contained in a product; or
    c. Contained in or a part of any building, structure, building material, or any component part of any of the foregoing;

C. **Exclusions Applicable to Insuring Agreement I.C., CLAIMS-MADE EMPLOYEE BENEFITS LIABILITY**
As respects Insuring Agreement I.C., CLAIMS-MADE EMPLOYEE BENEFITS LIABILITY, this policy shall not apply to any **Claim** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

1. **Bodily Injury, Property Damage, or Personal or Advertising Injury**;
2. A **Medical Incident**, or injury to a **Patient**;
3. Failure of performance by any insurer, including, but not limited to, the failure of such insurer to pay or provide benefits allegedly due under any contract relating to the **Insured's Employee Benefit Program;**
4. The insufficiency of funds to meet any obligations of the **Insured's Employee Benefit Program;**
5. Any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (ERISA), or any similar federal, state or local law or regulation
6. Failure of stock or any compensation, investment or savings program to produce the financial gain represented; or
7. Any act, error or omission in the **Insured's Administration** of its **Employee Benefit Program** taking place prior to the **Retroactive Date** stated in Item 4. (o) of the Declarations.

D. **Exclusions Applicable to All Insuring Agreements**
As respects Insuring Agreement I.A., CLAIMS-MADE PROFESSIONAL LIABILITY, Insuring Agreement I.B., GENERAL LIABILITY, and Insuring Agreement I.C., CLAIMS-MADE EMPLOYEE BENEFITS LIABILITY, this Policy shall not apply to any **Claim** based on, arising out of directly or indirectly resulting from, in consequence of, or in any way involving:

1. Any willful misconduct or dishonest, fraudulent, or malicious act, error or omission by any **Insured**; any willful violation by any **Insured** of any law, statute, ordinance, rule or regulation; any **Insured** gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled; or any alleged criminal conduct by an **Insured**. For purposes of this Exclusion D.I., no act, error, omission of any **Insured** shall be imputed to any other **Insured**;
2. Any acts, errors, omissions, **Medical Incidents Occurrences**, facts, matters, events, suits or demands notified or reported to, or in accordance with, any policy of insurance or policy or program of self-insurance in effect prior tohe Inception date of this Policy;
3. Any acts, errors, omissions of **Occurrences** taking place prior to the earlier of:

    a. The Inception date; or
    b. The Inception date of the first policy issued by the **Insurer** to the **Insured**, of which this Policy is a renewal; or
    c. If any **Insured** on or before such date knew or reasonably could have foreseen that such act, error, omission or **Occurrence** might result in a **Claim**;

4. Any actual or alleged sexual misconduct or sexual abuse;

5. Any actual or alleged price fixing; restraint of trade; monopolization; unfair trade practices; or violation of any federal statute involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, or of any rules or regulations promulgated under or in connection with any of the foregoing statutes, or of any similar provision of any federal state or local statute, rule or regulation or common law.
6. Any actual or alleged liability of an **Insured** under any express contract or agreement, unless such a liability would have attached in the absence of such contract or agreement. For purposes of this Exclusion D.6, an "express contract or agreement" is an actual agreement by contracting parties, the terms of which are openly stated in distinct or explicit language, either orally or in writing, at the time of its making;
7. Any actual or alleged liability of an **Insured** under any workers compensation, unemployment compensation, disability benefits or similar law or regulation;
8. Injury or damage arising in whole or in part, directly or indirectly, out of hazardous materials, including any actual, alleged or threatened discharge, dispersal, release or escape of:

    a. asbestos or silica; or
    b. **Pollutants**;

    However, Exclusion D.8.b. shall not apply to **Bodily Injury** or **Property Damage** to a **Patient,** visitor or invitee, arising out of heat, smoke or fumes from a **Hostile Fire.** Exclusion D.8.c. shall not apply to **claims** arising out of a **Medical Incident.**

9. Any direct or indirect consequence of war, invasion, act of foreign enemy, hostilities, (whether or not war is declared), civil war, rebellion, revolution, civil insurrection, strike, or riot; provided, however, that this Exclusion D.9 shall not apply to "terrorism" as that term is defined in the Terrorism Risk Insurance Act of 2002;
10. **Employment Practices**;
11. Any **Insured's** failure to maintain licensure status;
12. Any administrative disciplinary, licensing or regulatory Claim asserted by or on behalf of a government entity;
13. Any Claim asserted by or on behalf of an **Insured** against another **Insured**; provided, however, that this Exclusion D.13 will not apply to preclude or limit coverage for an otherwise covered **Claim** based on, arising out of or in any way involving:

    a. **Peer Review;**
    b. the **Insured's Administration** of its **Employee Benefit Program**; or
    c. a **Medical Incident**.

IV. CONDITIONS

A. Limits of Liability

1. The amount stated in Item 4. (g) of the Declarations shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss** resulting from all **Claims** for which this Policy provides coverage, regardless of the number of **Claims**, the number of persons or entities included within the definition of **Insured**, or the number of Claimants.
2. The amount stated in Item 4. (b) of the Declarations shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss** resulting from all **Claims** for which Insuring Agreement I.A provides coverage.
3. The amount stated in Item 4. (d) of the Declarations shall be the maximum aggregate Limit of Liability of the Insurer for all Loss resulting from all Claims for which Insuring Agreement I.B provides coverage.

4. The amount stated in Item 4. (f) of the Declarations shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss** resulting from all **Claims** for which Insuring Agreement I.C provides coverage.
5. **Defense Expenses** to which this Policy applies are in addition to the **Insurer's** Limit of Liability, and payment of **Defense Expenses** will not reduce the Deductible and/or applicable Limit of Liability.
6. The obligation of the **Insurer** to pay **Loss** will only be in excess of the applicable Deductible set forth in Item 4. (h) thru (l) of the Declarations. The **Insurer** will have no obligation whatsoever, either to the **Insureds** or to any person or entity, to pay all or any portion of such Deductible on behalf of any **Insured**, although the **Insurer** will, at its sole discretion, have the right and option to do so, in which event the **Insureds** agree to repay the **Insurer** any amounts so paid. The Deductible shall be included in, and shall not be in addition to, the applicable Limit of Liability.
7. In the event a **Claim** is first made against the **Insured** during the **Policy Period** that involves more than one (1) Insuring Agreement under this Policy, it is understood and agreed that only one (1) Deductible and one (1) Limit of Liability will apply to such **Claim**, which shall be the highest applicable per **Claim** Limit of Liability set forth in Item 4. (a), (c) or (e) of the Declarations and the Deductible corresponding to such Limit of Liability.
8. All **Insureds** under this Policy share in the applicable Limit of Liability. In no event will the number of **Insureds** involved in a **Claim** increase the Limit of Liability.
9. If a **Claim** involves this Policy and any other policy issued by the **Insurer**, its predecessor, or any of the **Insurer's** affiliated companies or their predecessors, the Limits of Liability which will apply to such **Claim** will be a single Limit of Liability, which shall be the highest applicable per **Claim** limit available under all such policies. In no event will more than one policy issued by the **Insurer** respond to a **Claim**, and the single policy responding to such **Claim** shall be the Policy in force at the time the earliest act, error, omission or **Occurrence** giving rise to such **Claim** took place, consistent with Section IV.D below, "Related Acts Deemed Single Act."

B. **Reporting of Claims and Circumstances**

1. If, during the **Policy Period** or any applicable Extended Reporting Period, any **Claim** is first made against any **Insured**, the **Insured** must, as a condition precedent to any right to coverage under this Policy, give the **Insurer** written notice of such **Claim** as soon as practicable thereafter, and in no event later than:

    a. With respect to a **Claim** first made during the **Policy Period**, thirty (30) days after the Expiration Date; or
    b. With respect to a **Claim** first made during an extended reporting Period, thirty (30) days after such **Claim** is first made.

    Timely and sufficient notice by one **Insured** of a **Claim** or **Related Claims** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim** or **Related Claims**. Such notice shall give full particulars of the **Claim** or **Related Claims**, including, without limitation, a description of the acts, errors or omissions, the identities of the potential claimants and involved **Insureds**, the injury or damages which have resulted and/or may result from such acts, errors or omissions, and the manner in which the **Insured** first became aware of such acts, errors or omissions.

2. If, during the **Policy Period**, an **Insured** first becomes aware of any acts, errors or omissions which may subsequently give rise to a **Claim**, and:

    a. Gives the **Insurer** written notice of such acts, errors or omissions with full particulars as soon as practicable thereafter, but in any event before the end of the **Policy Period**; and
    b. Requests coverage under this Policy for any **Claim** subsequently arising from such reported acts, errors or omissions as soon as practicable after such **Claim** is made;

then any **Claim** subsequently made against the **Insured** arising out of such acts, errors or omissions shall, subject to Condition C. below, be treated as if it had been first made during the **Policy Period**. The full particulars required in any notice given under Condition B.2 above must include, without limitation, a description of the acts, errors or omission, the identities of the potential claimants and involved **Insureds**, the injury or damages which have resulted and/or may result from such acts, errors or omissions, the manner in which the **Insured** first became aware of such acts, errors or omissions, and the reasons why the **Insured** believes a **Claim** is likely to be made. The Insured's conduct of internal loss control activities, without more, will not constitute reporting under Condition B.2.

C. **Related Claims Deemed Single Claim; Date Claim Made**

All **Related Claims**, whenever made, shall be deemed to be a single **Claim** and shall be deemed to have been first made on the earliest of the following dates:

1. The date on which the earliest **Claim** within such **Related Claims** was received by an **Insured**; or
2. The date on which written notice was first given to the **Insurer** of an act, error, omission or **Occurrence** which subsequently gave rise to any of the **Related Claims**, regardless of the number and identity of claimants, the number and identity of **Insureds** involved, or the number and timing of the **Related Claims**, and even if the **Related Claims** comprising such single **Claim** were made in more than one **Policy Period**.

D. **Related Acts Deemed Single Act**

1. With regard to Insuring Agreement I.A., CLAIMS-MADE PROFESSIONAL LIABILITY, all damages arising from the same or related acts, errors or omissions are considered to arise out of a single **Medical Incident.** With regard to the applicability of the Retroactive Date, all related **Medical Incidents** will be considered one **Medical Incident**, which will be considered first occurring on the date that the first **Medical Incident** comprising the related **Medical Incidents** was first committed.
2. With regard to Insuring Agreement I.B., GENERAL LIABILITY, all damages arising from the same or related accidents, acts, offenses, publications or general conditions are considered to arise out of a single **Occurrence**, regardless of the frequency or repetition thereof, the type of damage at issue, or the number of claimants. Such **Occurrence** will be deemed to have first taken place at the time the first **Occurrence** comprising the related accidents, acts or general conditions first occurred.
3. With regard to Insuring Agreement I.C., CLAIMS-MADE EMPLOYEE BENEFITS LIABILITY, all damages arising from the same or related acts, errors or omissions in **the Insured's Administration** of its **Employee Benefit Program** are considered to arise out of a single act, error or omission. With regard to the applicability of the Retroactive Date, all related wrongful acts will be considered one wrongful act, which will be considered first occurring on the date that the first wrongful act comprising the related acts, errors or omissions was first committed.

E. **Defense and Settlement**

1. The I**nsurer** will have the right to make investigations and conduct negotiations and to enter into such settlement of any **Claim** as the **Insurer** deems appropriate.
2. With respect to Insuring Agreement I.A, the **Insurer** will have no obligation to pay **Loss** or **Defense Expenses**, or to defend or continue to defend any **Claim** after the **Insurer's** maximum aggregate Limit of Liability, as set forth in Item 4. (b) of the Declarations, has been exhausted by the payment of **Loss**.
3. With respect to Insuring Agreement I.B, the **Insurer** will have no obligation to pay **Loss** or **Defense Expenses**, or to defend or continue to defend any **Claim** after the **Insurer's** maximum aggregate Limit of Liability, as set forth in Item 4. (d) of the Declarations, has been exhausted by the payment of **Loss**.

4. With respect to Insuring Agreement I.C, the **Insurer** will have no obligation to pay **Loss** or **Defense Expenses**, or to defend or continue to defend any **Claim** after the **Insurer's** maximum aggregate Limit of Liability, as set forth in Item 4. (f) of the Declarations, has been exhausted by the payment of **Loss**.

F. **Assistance and Cooperation**
In the event of a **Claim**, the **Insureds** shall provide the **Insurer** with all information, assistance and cooperation that the **Insurer** reasonably requests. At the **Insurer's** request, the **Insureds** shall assist in:

1. Investigating, defending and settling **Claims**;
2. Enforcing any right of contribution or indemnity against a third party who may be liable to any **Insured**; and
3. The conduct of actions, suits, appeals or other proceedings, including but not limited to, attending trials, hearings and depositions, securing and giving evidence, and obtaining the attendance of witnesses.

G. **Inspection and Audit**
The **Insurer** will be permitted, but not obligated, to inspect the **Insured's** property and operations at any time, upon reasonable notice. Neither the **Insurer's** right to make inspections nor the making of any such inspections shall constitute an undertaking, on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property and operations are safe. The **Insurer** may examine and audit the Insured's books and records at any time, upon reasonable notice, as far as such books and records relate to the subject matter of this Policy.

H. **Subrogation**
In the event of any payment hereunder, the **Insurer** shall be subrogated to the extent of any payment to all of the rights of recovery of the I**nsureds**. **The Insureds** shall execute all papers and do everything necessary to secure such rights, including the execution of any documents necessary to enable the **Insurer** effectively to bring suit in the **Insureds'** name.

I. **Other Insurance/Other Indemnification**

1. This Policy shall be excess of and shall not contribute with:

   a. Any other insurance or plan or program of self-insurance (whether collectible or not), unless such other insurance or self-insurance is specifically stated to be in excess of this Policy; and
   b. Any contribution or indemnification to which an **Insured** is entitled from any entity other than another **Insured**.
   This Policy shall not be subject to the terms of any other policy of insurance or plan or program of self-insurance.

2. If any other policy or policies issued by the **Insurer** or any of its affiliated companies, or by any predecessors or successors of the **Insurer** or its affiliated companies, shall apply to any **Claim**, then the aggregate limit of liability with respect to all **Loss** covered under this Policy and all covered loss under such other policies shall not exceed the highest applicable limit of liability, subject to its applicable deductible or retention, that shall be available under any one of such policies, including this Policy. This Condition I.2 shall not apply with respect to any other policy which is specifically written as excess insurance over this Policy.

J. **Mergers, Acquisitions, or Newly Created Entities**
If, during the **Policy Period**, any of the following events occurs:

1. **Any Insured Entity** acquires any assets, acquires a **Subsidiary**, or acquires any entity by merger and, at the time of such transaction, the assets so acquired or the assets of the entity so acquired exceed fifteen (15%) of the total assets of the Parent Corporation as reflected in the Parent Corporation's most recent consolidated financial statements; or

2. Any **Insured Entity** assumes any liabilities and, at the time of such assumption, the liabilities so assumed exceed fifteen percent (15%) of the total liabilities of the Parent Corporation as reflected in the Parent Corporation's most recent consolidated financial statements; then, for a period of thirty (30) days after the effective date of such event, the coverage granted by this Policy shall extend to any Claims arising out of covered acts, errors, omissions or **Occurrences** that take place after the effective date of such event and arise out of or relate to the entity, assets or liabilities acquired, assumed or merged with. After the expiration of such thirty (30) day period, there shall be no coverage under this Policy for such **Claims** unless: (a) within such thirty (30) day period, the **Insurer** receives from the **Insured** such information regarding details of the transaction as the **Insurer** requests and; (b) the **Insurer** specifically agrees by written endorsement to this Policy to provide such coverage upon such terms, conditions and limitations, including payment of additional premium, as the **Insurer,** at its sole discretion, may require.

K. **Sales or Dissolution of Insured Entities; Cessation of Business**

1. If, during the **Policy Period**:

    a. The Named Insured is dissolved, sold, acquired by, merged into or consolidated with another entity such that the **Named Insured** is not the surviving entity, or such that any person, entity or affiliated group of persons or entities obtains:

        i. The right to elect or appoint more than fifty percent (50%) of the **Named Insured's** directors, trustees or member managers, as applicable; or
        ii. More than fifty percent (50%) of the **Named Insured's** equity or assets; or

    b. The **Named Insured** ceases to do business for any reason; or
    c. A receiver, liquidator, conservator, trustee, rehabilitator or similar administrator is appointed for the **Named Insured**;

    then in any such event (any of which events is referred to in this Condition K. as a "Material Event"), coverage under this Policy for all **Insureds** shall continue in full force and effect until the Expiration Date or any earlier cancellation date, but this Policy shall apply only to covered acts, errors or omissions committed or allegedly committed before such Material Event. There will be no coverage under this Policy with respect to any **Claim** against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any covered acts, errors or omissions committed or allegedly committed on or after the date of such Material event.

2. If, during the **Policy Period**, any **Insured Entity** other than the **Named Insured** is involved in a Material Event, coverage under this Policy for covered acts, errors or omissions committed or allegedly committed before such Material Event by such **Insured Entity** shall continue in full force and effect until the Expiration Date or any earlier cancellation date. There will be no coverage under this Policy with respect to any **Claim** against such **Insured Entity** based upon, arising out of, directly or indirectly resulting from, in consequence of or involving any way or involving any otherwise covered acts, errors or commissions of such Material Event. Coverage under this Policy shall continue in full force and effect for all other **Insureds**.

L. **Cancellation or Non-Renewal**

1. The Insurer may cancel this Policy by mailing written notice to the **Named Insured** at the last known address stated in Item 1 of the Declarations stating when, no less than sixty (60) days thereafter or such longer period as may be required by law, such cancellation shall be effective. However, in the event the **Insured** fails to pay

a premium when due, the **Insurer** may cancel this Policy effective upon ten (10) days' written notice, or such longer period as may be required by law, by providing notice to the **Named Insured** in the manner set forth in the preceding sentence.

2. The **Named Insured** may cancel this Policy prospectively only by mailing the **Insurer** written notice stating when thereafter such cancellation shall be effective. In such event, the earned premium shall be computed in accordance with the customary short rate table and procedure.
3. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
4. If at the time of cancellation any **Claim** to which this Policy may apply has been made against any **Insured**, the Insurer will consider the minimum earned premium to be 100% and the same will be deemed fully earned.
5. The **Insurer** will not be required to renew this Policy upon its expiration.

M. **Extended Reporting Periods**

If this Policy is canceled for any reason other than non-payment of premium or is not renewed by the **Insurer,** an extended Reporting Period shall be made available as described in this Condition M.; however, any such Extended Reporting Period shall apply only to **Claims** which arise out of acts, errors, omissions or **Occurrences** taking place before the effective date of such cancellations or non-renewal ("Termination Date.") No Extended Reporting Period shall in any way increase the applicable Limit of Liability as stated in Items 4. (a) thru (f) of the Declarations, and the **Insurer's** maximum aggregate Limit of Liability for all **Loss** from all **Claims** first made during the **Policy Period** or any Extended Reporting Period shall not exceed the Limit of Liability stated in Item 4. (g) of the Declarations. The offer of renewal terms, conditions, limits of liability, retentions or premium different from those in effect prior to renewal shall not constitute cancellation or refusal to renew for purposes of this Condition M. The Extended Reporting Period will apply as follows:

1. The **Insured** shall be entitled to an Automatic Extended Reporting Period of sixty (60) days, beginning as of the Termination Date and requiring no additional premium; provided, however, that such automatic Extended Reporting Period will remain in effect only as long as no other policy of insurance is in effect that would apply to any **Claim** made during such extended Reporting Period.
2. The **Named Insured** may purchase an additional Extended Reporting Period by notifying the **Insurer** in writing of its intention to do so no later than thirty (30) days after the Termination Date. The additional premium for this additional Extended Reporting Period must be paid no later than thirty (30) days after the Termination Date.

If the **Insured** does not elect to purchase an additional Extended Reporting Period as described in condition M.2 above or fails to pay the additional premium therefore within thirty (30) days after the Termination Date, the **Insured** will not have any right to purchase an additional Extended Reporting Period at a later time. Failure to elect to purchase an additional Extended Reporting Period or to pay the additional premium therefore will not affect the application of the automatic Extended Reporting Period described in Condition M.1 above.

N. **Representations and Warranties; Incorporation of Application**

The **Insureds** represent and warrant that the particulars and statements contained in the **Application** are true, accurate and complete, and agree that:

1. This Policy is issued and continued in force by the **Insurer** in reliance upon the truth of such representation;
2. Those particulars and statements are the basis of this Policy; and
3. The **Application** and those particulars and statements are incorporated in and form a part of this Policy.

No knowledge or information possessed by any **Insured** shall be imputed to any other **Insured** for purposes of this Condition N., except for material facts or information known to the person or persons who signed the

Application. In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the **Application**, this Policy shall be void with respect to any **Insured** who knew of such untruth, misrepresentation or omission, or to whom such knowledge is imputed.

O. **Action Against Insurer**

1. No action shall lie against the **Insurer** unless, as conditions precedent thereto, the **Insureds** have fully complied with all of the terms of this Policy and the amount of the **Insureds**' obligation to pay has been finally determined either by judgment against the **Insureds** after adjudicatory proceedings, or by written agreement of the **Insureds**, the claimant and the **Insurer**.
2. No individual or entity shall have any right under this Policy to join the **Insurer** as a party to any **Claim** to determine the liability of any **Insured**; nor shall the Insurer be impeded by an **Insured** or his, her or its legal representative in connection with any such **Claim**.

P. **Insolvency of Insured**
The **Insurer** shall not be relieved of any of its obligations under this Policy by the bankruptcy or insolvency of any of the **Insureds** or any of their estates.

Q. **Notice**
Notice to any **Insured** shall be sent to **Named Insured** at the address designated in Item 1 of the Declarations. **The Insureds** agree that the **Named Insured** shall act on their behalf with respect to receiving any notices and any return premiums from the **Insurer**.

R. **Changes**
Notice to or knowledge possessed by any agent or other person acting on behalf of the **Insurer** shall not effect a waiver or change in any part of this Policy or estop the **Insurer** from asserting any right under this Policy. This Policy can be altered, waived or changed only by written endorsement issued to form a part of this Policy.

S. **Assignment**
No assignment of interest under this Policy shall bind the **Insurer** without its written consent issued as an endorsement to form a part of this Policy.

T. **Entire Agreement**
The **Insureds** agree that this Policy, including the **Application**, Declarations and any endorsements, constitutes the entire agreement between them and the **Insurer** or any of the I**nsurer's** agents related to this insurance.

U. **Headings**
The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of this coverage.

V. **Service of Suit**
Pursuant to any statute of any state, territory or District of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder, arising out of this Policy.

W. **Coverage Territory**
The Coverage Territory shall be deemed to be anywhere in the world, with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, provided a **Claim** or suit for damages within the Coverage Territory must be brought within the United States of America.

Payments under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U. S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Endorsement number	
This endorsement, effective	10/1/2019
Forms a part of policy number	AH400212
Issued to	Escambia County Board of County Commissioners
By	Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

CIVIL RIGHTS VIOLATION ENDORSEMENT

This endorsement modifies insurance provided under Insuring Agreement A. of this Policy.

SECTION II DEFINITIONS, Q. "Medical Incident" is amended to include the following:

1. An actual or alleged civil rights violation pursuant to the Civil Rights Act of 1871 (42 U.S.C, § 1983 *et seq.*) and amendments thereto, provided that such act is in connection with an **Insured's** performance of **Medical Professional Services**.

2. This endorsement does not amend the Limit of Liability of the **Insurer** for all **Loss** resulting from all **Claims** for which this Endorsement provides coverage, regardless of the number of **Claims** from any one claimant, the number of persons or entities included within the definition of **Insured**, or the number of claimants.

All other terms and conditions of this Policy remain unchanged.

Endorsement number	2
This endorsement, effective	10/1/2019
Forms a part of policy	AH-AH400212
number Issued to	Escambia County Board of County Commissioners
By	Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

EXCLUSION OF LAW VIOLATIONS

This endorsement modifies insurance provided under this policy.

SECTION III – EXCLUSIONS, D. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, is amended to include the following exclusion:

Any injury arising directly or indirectly arising out of violation by any **Insured** of any law, statute, ordinance, rule or regulation, including but not limited to:

a) a violation of the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such laws, by the sending or transmitting of a fax or the placing of a phone call;

b) a violation of the CAN-SPAM Act of 2003, including any amendment of or addition to such laws, by the sending or transmitting of an e-mail;

c) any other activity that violates the TCPA or the CAN-SPAM Act of 2003, including any amendment of or addition to such laws;

d) any activity that violates any other statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that prohibits or limits the sending, transmitting or communication of material or information;

e) any violation of the Employee Retirement Income Security Act (ERISA) or similar law;

f) any violation of the Racketeer Influenced and Corrupt Organizations (RICO) Act or similar law; or

g) any violation of the Health Insurance Portability and Accountability Act (HIPAA).

Endorsement number	3
This endorsement, effective	10/1/2019
Forms a part of policy number	AH400212
Issued to	Escambia County Board of County Commissioners
By	Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

DEFENSE COSTS WITHIN THE LIMITS OF INSURANCE

This endorsement modifies insurance provided under this policy.

SECTION IV. CONDITIONS, A. Limits of Liability, 5. is deleted in its entirety and replaced with:

5. **Defense Expenses** to which this Policy applies will reduce the **Insurer's** Limits of Liability, and payment of **Defense Expenses** will reduce the Deductible and/or applicable Limits of Liability.

Endorsement number	4
This endorsement, effective	10/1/2019
Forms a part of policy number	AH400212
Issued to	Escambia County Board of County Commissioners
By	Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

SCHEDULE B

This Schedule modifies insurance provided under this policy.

The following are scheduled **Insureds** to the policy.

Insured	Description	Retroactive Date	Termination Date
Paul Roebuck Henning, MD		1/20/2016	2/13/2018
George Andrew Wellington Smith, MD		8/24/2009	
John C. Fetzer, MD (Psychiatrist-Locum Tenens)		12/5/2016	
James Alexander Glaess, DDS		8/1/2009	10/1/2001
Thomas Van Holland, MD		8/1/2009	1/22/2010
Kurt Jones, MD		8/1/2009	6/30/2015
Chris Waynetta Jones, DMD		8/1/2009	6/30/2016
Lawrence Edward Mobley, III, MD		8/1/2009	12/2/2016
Rayme Edler, MD		5/7/2018	
Barbara Mizell, DDS			

Endorsement number	5
This endorsement, effective	10/1/2019
Forms a part of policy number	AH400212
Issued to	Escambia County Board of County Commissioners
By	Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

LIMITATION OF SURGICAL SERVICES

This endorsement modifies insurance provided under this Policy.

SECTION III – EXCLUSIONS. A. is amended to include the following:

This policy shall not apply to any **Claim** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving surgical procedures. For the purpose of this endorsement, surgical procedures is defined as:

- Abortions or births
- surgeries with incisions which occurs at a hospital or medical facility;
- procedures with incisions that require Level 2, Level 3 or Level 4 anesthesia (as defined by ASA), which occurs at a hospital or medical facility; or
- any incision made to correct a neurological, skeletal or muscular abnormality which occurs at a hospital or medical facility.

Surgical procedures do not include providing sutures and Level 1 anesthesia to **patients** injured and treated in the infirmary.

Endorsement number	6
This endorsement, effective	10/1/2019
Forms a part of policy number	AH400212
Issued to	Escambia County Board of County Commissioners
By	Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

NMA- MANDATORY ENDORSEMENTS

It is agreed and understood, that these clauses amend and form a part of the terms, exclusion, conditions and limitations of the policy to which it is attached:

SANCTION LIMITATION AND EXCLUSION CLAUSE
LMA3100 - 15/09/10

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SEVERAL LIABILITY NOTICE
LSW1001 (Insurance) - 08/94

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

SERVICE OF SUIT CLAUSE (U.S.A.)
NMA1998 - 24/4/86

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon {Response} and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

WAR AND TERRORISM EXCLUSION ENDORSEMENT
NMA2918 - 08/10/01

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

I. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
II. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any onizingion(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.
In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)
NMA1477 – 13/2/64

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from onizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)
NMA1256 – 17/3/60

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability), not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
   a. with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
   b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
   a. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
   b. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
   c. the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

a. any nuclear reactor,
b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Endorsement number	7
This endorsement, effective	10/1/2019
Forms a part of policy number	AH400212
Issued to	Escambia County Board of County Commissioners
By	Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

DELETION OF INSURING AGREEMENT B

This endorsement modifies insurance provided under this Policy.

In consideration of the premium charged, Insuring Agreement B is deleted in its entirety.

Endorsement number	8
This endorsement, effective	10/1/2019
Forms a part of policy number	AH400212
Issued to	Escambia County Board of County Commissioners
By	Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

DELETION OF INSURING AGREEMENT C

This endorsement modifies insurance provided under this Policy.

In consideration of the premium charged, Insuring Agreement C is deleted in its entirety.

Endorsement number	9
This endorsement, effective	10/1/2019
Forms a part of policy number	AH400212
Issued to	Escambia County Board of County Commissioners
By	Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

SEXUAL MISCONDUCT AMENDMENT

The following exclusion is added to **SECTION III. EXCLUSIONS, D. 4.** is deleted in its entirety.

The **Insurer** will pay on behalf of the **Insured**, **Loss** and **Defense Expenses,** in excess of the Deductible stated in Item 4. (h) of the Declarations, which the **Insured** becomes legally obligated to pay as a result of a **Sexual Misconduct Claim**, provided always that:

1. such **Claim** is first made against the **Insured** during the **Policy Period** or any applicable Extended Reporting period; and
2. notice of such **Claim** is given to the **Insurer** in accordance with **SECTION IV, CONDITIONS, B.** of this Policy.

We will defend **Sexual Misconduct Claims** applicable to this exclusion until admission of guilt or final adjudication during a criminal proceeding. If any **Insured** committed the conduct specified above, or if such actions are imputed to the **Named Insured**, such **Insured** will reimburse the Insurer for any **Defense Expenses** advanced to the **Insured**.

The most we will pay in **Defense Expenses** and **Loss** for any **Claim** covered under this endorsement is:

$1,000,000	Per Claim
$1,000,000	Annual Aggregate

Under the terms of this endorsement, **Defense Expenses** erode and are within our limit of liability. The limits of insurance afforded under this endorsement erode and are a sub-limit of the Limit of Insurance shown in Item 4. (b) of the Declarations.

For the purpose of this endorsement, **Sexual Misconduct Claim** means a **Claim** that is based upon, arises out of, directly or indirectly results from, is in consequence of, or in any way involves any alleged:

1. Sexual abuse;
2. Sexual harassment, including any unwelcome sexual advance, request for a sexual favor, or other conduct of a sexual nature against a Third Party;
3. Physical abuse;
4. Licentious, immoral or sexual behavior intended to lead to or culminate in any sexual act; or
5. Transmission of any communicable disease; actually or allegedly caused by or at the instigation of, or at the direction of, or omission by, any Insured.

In addition to the exclusions found in **SECTION III,** the following exclusion applies to this endorsement.

1. This coverage does not apply to any sexual misconduct taking place prior to 8/1/2009.

Endorsement number	10
This endorsement, effective	10/1/2019
Forms a part of policy number	AH400212
Issued to	Escambia County Board of County Commissioners
By	Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

SELF-INSURED RETENTION

This endorsement modifies insurance provided under this Policy.

The term "Deductible" found in Item 4. of the Declarations Page is deleted in its entirety and replaced with the term "Self-Insured Retention".

Section I. INSURING AGREEMENTS A. and B. are deleted in their entirety and replaced with the following:

A. **CLAIMS MADE PROFESSIONAL LIABILITY**

The **Insurer** will pay on behalf of the **Insured**, subject to the Limit of Liability set forth in Item 4. (a) of the Declarations and **Loss** and **Defense Expenses** excess of the Self-Insured Retention stated in Item 4. (h) of the Declarations, which the **Insured** becomes legally obligated to pay as a result of a **Claim** alleging a **Medical Incident**, provided always that:

1. such **Claim** is first made against the **Insured** during the **Policy Period** or any applicable Extended Reporting period; and

2. notice of such **Claim** is given to the **Insurer** in accordance with **SECTION IV, CONDITIONS, B.** of this Policy.

The **Insurer** will have the right to defend any such **Claim** brought against the **Insured**, and will do so even if any of the allegations of the **Claim** are groundless, false or fraudulent.

B. **COMMERCIAL GENERAL LIABILITY**

The **Insurer** will pay on behalf of the Insured, subject to the Limit of Liability set forth in Item 4. (c) of the Declarations, **Loss** and **Defense Expenses** in excess of the Self-Insured Retention stated in Item 4. (j) of the Declarations, which the **Insured** becomes legally obligated to pay as damages because of **Bodily Injury, Property Damage,** or **Personal or Advertising Injury** caused by an **Occurrence**; provided always that:

1. The **Bodily Injury** or **Property Damage** is caused by an **Occurrence;**

2. The **Bodily Injury** or **Property Damage** occurs during the policy period; and

3. Prior to the policy period, no **insured** knew that the **Bodily Injury** or **Property Damage** had occurred, in whole or in part. If an **insured** knew, that prior to the policy period, that the **Bodily Injury** or **Property Damage** occurred, then any continuation, change or resumption of such **Bodily Injury** or **Property Damage** during or after the policy period will be deemed to have been known prior to the policy period.

Bodily Injury or **Property Damage** will be deemed to have been known to have occurred at the earliest time when an **Insured**:

1. Reports all or part of the **Bodily Injury** or **Property Damage** to us or any other insurer;

2. Receives a written or oral demand or claim for damages because of the **Bodily Injury** or **Property Damage**; or

3. Becomes aware by any other means that **Bodily Injury** or **Property Damage** has occurred or has begun to occur.

The **Insurer** will have the right to defend any such **Claim** brought against the **Insured**, and will do so even if any of the allegations of the **Claim** are groundless, false, or fraudulent.

SECTION II. DEINITIONS, F. is deleted in its entirety and replaced with the following:

F. "**Defense Expenses**" means reasonable fees, costs and expenses incurred by or on behalf of the **Insured** in connection with the defense of a **Claim, i**ncluding Third Party Administrator fees; however, **Defense Expenses** shall not include:

1. Salaries, remuneration, overhead, fees or benefit expenses of an **Insured**;
2. Fines, penalties, or taxes levied against an **Insured**;
3.
4. Fees, costs or expenses incurred without the prior consent of the **Insurer;** or
5. **Loss**.

SECTION IV.CONDITIONS, ITEMS A. 5., 6.and **7**. are deleted in their entirety and replaced with the following:

A. **Limits of Liability**

5. **Defense Expenses** and **Loss** to which this Policy applies are within the **Insurer's** Limit of Liability, and payment of **Defense Expenses** and **Loss** will reduce the Self-Insured Retention and/or applicable Limit of Liability.

6. The obligation of the **Insurer** to pay **Loss** and **Defense Expenses** will only be in excess of the applicable Self-Insured Retention set forth in Item 4 of the Declarations. The **Insurer** will have no obligation whatsoever, either to the Insureds or to any person or entity, to pay all or any portion of such Self-Insured Retention on behalf of any Insured, although the **Insurer** will, at its sole discretion, have the right and option to do so, in which event the **Insureds** agree to repay the **Insurer** any amounts so paid. The Self-Insured Retention shall be in addition to the applicable Limit of Liability.

7. In the event a **Claim** is first made against the Insured during the Policy Period that involves more than one (1) Insuring Agreement under this Policy, it is understood and agreed that only one (1) Self-Insured Retention and one (1) Limit of Liability will apply to such **Claim**, which shall be the highest applicable per **Claim** Limit of Liability set forth in Item 4. (a), (c) or (e) of the Declarations and the Self-Insured Retention corresponding to such Limit of Liability.

SECTION IV. CONDITIONS, E. is amended to include the following:

The **Insurer** has the right to participate in the settlement of any **Claim** that may exceed the **Self-Insured Retention**. If the **Insured** refuses to consent to a settlement or compromise recommended by **Insurer** and elects to contest such **Claim** or continue legal proceedings in connection with such **Claim**, then **Insurer's** liability for the **Claim** shall not exceed the amount for which the **Claim** could have been so settled, plus **Defense Expenses** incurred up to the date of such refusal.

SECTION IV. CONDITIONS, is amended to include the following:

INSOLVENCY

The **Insured's** bankruptcy, insolvency, inability to pay, failure to pay, or refusal to pay the Self-Insured Retention will not increase our obligations under the Policy. In the event there is insurance, whether or not applicable to an **Occurrence** or **Claim** within the Self-Insured Retention, the **Insured** will continue to be responsible for the full amount of the Self-Insured Retention before the limits of insurance under this Policy apply.

THIRD PARTY ADMINISTRATOR

The **Insurer** requires the **Insured** to manage claims within its self-Insure Retention through the use of a third party administrator (hereinafter, "TPA"). The insured or TPA will provide the **Insurer** quarterly reporting all **Claims**, **Medical Incidents** and **Occurrences** to a **Claims.** The agreed upon TPA to manage claims shall be:

Western Litigation, Inc.
1900 West Loop South, Suite 1500
Houston, TX 77027

SECTION IV. CONDITIONS, is amended to include the following:

INSOLVENCY

The **Insured's** bankruptcy, insolvency, inability to pay, failure to pay, or refusal to pay the Self-Insured Retention will not increase our obligations under the Policy. In the event there is insurance, whether or not applicable to an **Occurrence** or **Claim** within the Self-Insured Retention, the **Insured** will continue to be responsible for the full amount of the Self-Insured Retention before the limits of insurance under this Policy apply.

THIRD PARTY ADMINISTRATOR

The **Insurer** requires the **Insured** to provide quarterly reporting all **Claims**, **Medical Incidents** and **Occurrences** to a **Claims** third party administrator (hereinafter, "TPA"). The TPA shall be:

TPA:	Western Litigation, Inc.
Address:	1900 West Loop South, Suite 1500 Houston, TX 77027

Endorsement number	10
This endorsement, effective	10/1/2019
Forms a part of policy number	AH400212
Issued to	Escambia County Board of County Commissioners
By	Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

PROFESSIONAL SERVICES AMENDMENT

This endorsement modifies insurance provided under this Policy.

SECTION II DEFINITIONS, R. is deleted and replaced with the following:

Ambulance Services

Endorsement number
This endorsement, effective 10/1/2019
Forms a part of policy number AH400212
Issued to
By Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

STATEMENT OF SECURITY

Underwritten by Certain Underwriters at Lloyd's, broken down as follows:

SYNDICATE	SLIP %
Lloyd's Syndicate # 1729 DUW	25.000
Lloyd's Syndicate # 2987 BRT	15.500
Lloyd's Syndicate # 2988 BRT	4.500
Lloyd's Syndicate # 609 AUW	20.000
Lloyd's Syndicate #2001AML	6.6700
Lloyd's Syndicate # 1084 CHAUCER	5.000
Lloyd's Syndicate #5678 VSM	3.3300
Lloyd's Syndicate #1975 COV	10.000
Lloyd's Syndicate #1225 AES	10.000
Total	**100.00**

SYNDICATE (CYBER)	SLIP %
Lloyd's Syndicate # 2001 AML	100.000
Total	**100.00**

USI Insurance Services LLC,

P.O. Box 62689 * Virginia Beach, VA 23466

---------- I N V O I C E ----------

Escambia County Board of
County Commissioners
221 Palafox Place Suite 200
Pensacola, FL 32502

Named Insured: Escambia County Board of

Invoice Date	10/28/20
Invoice No.	3473473
Bill-To Code	ESCAMCOU
Client Code	ESCAMCOU
Inv Order No.	320*5952549
Payment Due	
Amount Remitted: $	

Please return this portion with your payment.

Make checks payable to: USI Insurance Services LLC,

Effective Date	Policy Period	Coverage Description	Transaction Amount
11/15/20	10/01/19 to 01/01/21	Lloyd's Syndicate 510 Policy No. AH400212 *Endorsement - Prof Liab - Medical	23,767.00
		Invoice Number: 3473473 Amount Due:	23,767.00

***Premiums Due and Payable on Effective Date**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18874 **County Administrator's Report 10. 54.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Debris Collection Removal Media Spots
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Debris Collection Removal Media Spots - Janice P. Gilley, County Administrator

That the Board approve the Debris Collection Removal Media Spots with WEAR-TV, in the amount of $27,740.

[Funding: Fund 112, Cost Center 330902]

BACKGROUND:

This is for a television media buy with WEAR-TV for debris collection removal, due to Hurricane Sally. The package includes an election night sponsorship, which includes seven, 30-second commercials, two sponsor billboards, and a home page takeover. The package also includes a 30-second commercial scheduled during the CMA awards, two eblasts, and website display ads.

BUDGETARY IMPACT:

Funding: Fund 112, Cost Center 330902]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, CMR and County Administration will coordinate to process payment.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18875 **County Administrator's Report 10. 55.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Extension for the General Paving and Drainage Agreement
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Extension for the General Paving and Drainage Agreement - Joy Jones, Director, Engineering and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize and award an extension to the current General Paving and Drainage Agreement (PD 16-17.081) for a period not to exceed 31 days, for the Unit Price Contract, PD 16-17.081, General Paving and Drainage Pricing Agreement for each of the following firms.

- Allsouth Construction Services, LLC
- B & W Utilities, Inc
- Chavers Construction, Inc.
- Gulf Atlantic Constructors, Inc.
- Gulf Marine Construction, Inc.
- Heaton Brothers Construction Company, Inc.
- J. Miller Construction, Inc.
- Panhandle Grading & Paving, Inc.
- Principle Properties, Inc.
- Roads, Inc. of NWF
- Site and Utility, LLC
- Utility Service Company, Inc.

The current Agreement ends on November 30, 2020, and a 31-day extension would allow the Agreement to go through December 31, 2020.

B. Authorize the Agreement for use by various Departments/Divisions, and utilize the accepted Bid Form Price Listing and Balance of Line Items as defined within

the Special Terms and Conditions of the Solicitation to determine the lowest bid for a project; and

C. Authorize the issuance of individual or blanket Purchase Orders by all Departments/Divisions, in accordance with Chapter 46 of the Escambia County Code of Ordinances for the period of December 1, 2020, through December 31, 2020.

Vendor	Funding	Contract Number
Allsouth Construction Services, LLC B & W Utilities, Inc Chavers Construction, Inc. Gulf Atlantic Constructors, Inc. Gulf Marine Construction, Inc. Heaton Brothers Construction Company, Inc. J. Miller Construction, Inc. Panhandle Grading & Paving, Inc. Principle Properties, Inc. Roads, Inc. of NWF Site and Utility, LLC Utility Service Company, Inc.	Fund 175, Transportation Trust Fund; Cost Centers: 211201 - Traffic Operations 211602 - Engineering/Infrastructure 211101 - Engineering Admin	PD 16-17.081
	Fund 182, Master Drainage Basin Fund; Cost Centers: 210719-210736 - Master Drainage Basins I-XVIII	
	Fund 352, LOST III; Cost Centers: 210107 - Transportation & Drainage 350229 - Parks Capital Projects	
	Fund 353, LOST IV; Cost Centers: 210106 - Transportation & Drainage 350221 - Parks Capital Projects	
	Fund 167, Bob Sikes Toll Fund; Cost Centers: 140301 - Bob Sikes Toll Admin 140302 - Bob Sikes Toll Operation and Maintenance	

Under the current Agreement, all projects are limited to $250,000 each, and the pricing Agreement budget limit is $2 million for all vendors as approved by the Board on October 17, 2019. Anything over those limits require additional Board approval.

NON-ADA-COMPLIANT DOCUMENTS DO BE ISSUED UNDER SEPARATE COVER:

- Previous Board Award
- Agreement with Allsouth Construction Services, LLC
- Agreement with B & W Utilities, Inc.
- Agreement with Chavers Construction, Inc.
- Agreement with Gulf Atlantic Constructors, Inc.
- Agreement with Gulf Marine Construction, Inc.

- Agreement with Heaton Brothers Construction Company, Inc.
- Agreement with J. Miller Construction, Inc.
- Agreement with Panhandle Grading and Paving, Inc.
- Agreement with Principle Properties, Inc.
- Agreement with Roads, Inc. of NWF
- Agreement with Sity & Utility, LLC
- Agreement with Utility Service Company, Inc.

BACKGROUND:

The new solicitation for the General Paving and Drainage Pricing Agreement was issued via Vendor Registry on August 28, 2020. Through multiple hurricane threats, all departments involved have been working at their best to complete the new solicitation. A brief extension of the current Agreement is needed to complete the Recommendation and Agreements for the new Agreements, the Recommendation for which will be presented to the Board on December 10, 2020. The Recommendation for the new solicitation will include a start date of January 1, 2021, which is immediately preceded by the end of this requested extension.

BUDGETARY IMPACT:

Vendor	Funding	Contract Number
Allsouth Construction Services, LLC B & W Utilities, Inc Chavers Construction, Inc. Gulf Atlantic Constructors, Inc. Gulf Marine Construction, Inc. Heaton Brothers Construction Company, Inc. J. Miller Construction, Inc. Panhandle Grading & Paving, Inc. Principle Properties, Inc. Roads, Inc. of NWF Site and Utility, LLC Utility Service Company, Inc.	Fund 175, Transportation Trust Fund; Cost Centers: 211201 - Traffic Operations 211602 - Engineering/Infrastructure 211101 - Engineering Admin	PD 16-17.081
	Fund 182, Master Drainage Basin Fund; Cost Centers: 210719-210736 - Master Drainage Basins I-XVIII	
	Fund 352, LOST III; Cost Centers: 210107 - Transportation & Drainage 350229 - Parks Capital Projects	
	Fund 353, LOST IV; Cost Centers: 210106 - Transportation & Drainage 350221 - Parks Capital Projects	
	Fund 167, Bob Sikes Toll Fund; Cost Centers: 140301 - Bob Sikes Toll Admin 140302 - Bob Sikes Toll Operation and Maintenance	

Under the current Agreement, all projects are limited to $250,000 each, and the pricing Agreement budget limit is $2 million for all vendors as approved by the Board on October 17, 2019. Anything over those limits require additional Board approval.

LEGAL CONSIDERATIONS/SIGN-OFF:

All Agreements were prepared by Senior Assistant County Attorney, Kristin Hual.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the renewal and the Purchase Orders. The Engineering Department will be the Contract Administrator.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18877 **County Administrator's Report 10. 56.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Approval of District One Medical Examiner Employment and Operating Agreements
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Dr. Deanna A. Oleske as the District One Medical Examiner - Janice P. Gilley, County Administrator

That the Board take the following action:

A. Approve the Medical Examiner Employment Agreement for Dr. Deanna A. Oleske pursuant to Florida Statutes 406.06(3); and

B. Approve the Medical Examiner Operating Agreement for the District One Medical Examiner Office pursuant to Florida Statutes 406.08(1).

BACKGROUND:

The District One Medical Examiner position has been vacant since October 1, 2019, and was in an interim status since January 2019. The pool of qualified candidates is extremely low across the country. State Attorney Bill Eddins convened a Medical Examiner selection committee in 2019, comprised of representatives from Escambia, Santa Rosa, Okaloosa, and Walton counties in District One. The committee reviewed resumes and held interviews with candidates.

After unsuccessful attempts at attracting a permanent ME, a consultant, Dr. Thogmartin of Largo, FL, was brought in to assist with the search. Dr. Thogmartin was able to assist the committee with vetting qualified candidates and interviews. On August 19, 2020, the selection committee made a unanimous recommendation of Dr. Deanna A. Oleske. Following support by the four counties in the district of the candidate, the next step is for the District One State Attorney to submit the selection to the Medical Examiners Commission for their consideration. After review and

approval by the Medical Examiners Commission, the candidate will be sent to the Governor for consideration and appointment.

BUDGETARY IMPACT:

Funding is available in Fund 001, General Fund and Cost Center 410201.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed the Employment and Operating Agreements prepared by the DOMES attorney which are being reviewed by the attorney for Dr. Oleske.

PERSONNEL:

All work associated with this request is being accomplished by the DOMES and the District One Medical Examiner.

POLICY/REQUIREMENT FOR BOARD ACTION:

Florida Statutes 406.06(3) and 406.08(1) provide authority over the Medical Examiner employment compensation and operations under the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Medical Examiners Commission within the Florida Department of Law Enforcement will review and consider for submittal to the Governor for appointment.

Attachments

Medical Examiners Commission Meeting Minutes, 08.19.2020

Letter of Support

Dr, Oleske Resume

MEDICAL EXAMINERS COMMISSION
COMMITTEE MEETING MINUTES
WEDNESDAY, August 19, 2020

I. Call to Order
Meeting called to order by Committee Chairperson William "Bill" Eddins at 2:05 p.m.

II. Announcement of Proper Advertising of Meeting – Bill Eddins
Confirmation of meeting properly advertised:
Pensacola News Journal, August 13, 2020 edition; Escambia County Website, July 22, 2020, Santa Rosa County Website, July 22, 2020, Okaloosa County Website, July 22, 2020, Walton County Website, July 23, 2020, State Attorneys Website, August 10, 2020

III. Approval of Minutes
Motion made to adopt minutes
Motion passes unanimously

IV. Purpose of Meeting – Bill Eddins
Recommend Dr. Deanna Oleske be employed as Medical Examiner for the 1st District to the Medical Examiner's Commission on the condition counties reach contractual agreement

V. Introduction of Dr. Oleske's Application – Bill Eddins
- B.S. – Indiana University
- M.D. – Wayne State University
- Active Medical Licenses – Florida & Texas
- Board Certified – Forensic Pathology & Anatomic and Clinical Pathology
- Fellowships / Residencies / Teaching
- Associate M.E. – Saint Augustine – Supervised seven other people (assisted with budget, improving recovery of revenues from cremations
- Committees and Community Activities, Lectures, Publisher

VI. References Check – Greg Marcille
- Majority of references contacted consistently recommended her for the position (hard worker, enthusiastic, good working relationships, assisted agencies, very favorable in administrative area)
- Lacking experience in the trial arena, but grand jury testimony given and also depositions

VII. Dr. Oleske Questioned by All Committee Members Present

VIII. Accept Current Candidate Dr. Deanna Oleske
Motion made to accept current candidate if contract can be agreed upon
Motion passes unanimously

IX. Future Meeting Dates
None

X. Adjournment
Meeting adjourned at 2:44 p.m.

WILLIAM "BILL" EDDINS
STATE ATTORNEY

P.O. Box 12726
Pensacola, FL 32591
Telephone: (850) 595-4200
Website: http://osa1.org

OFFICE OF
STATE ATTORNEY
FIRST JUDICIAL CIRCUIT OF FLORIDA

October 30, 2020

Janice Gilley
Escambia County Administrator
221 Palafox Place
Pensacola, FL 32502

Dear Ms. Gilley:

I support the appointment of Dr. Deanna Oleske as Chief Medical Examiner for the First District of Florida.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Ginger Bowden Madden

DEANNA ALICIA OLESKE, M.D.

4771 BAYOU BLVD #162
PENSACOLA, FL 32503
DEANNA.OLESKE@GMAIL.COM

WORK EXPERIENCE

DEPUTY MEDICAL EXAMINER

Locum Tenens

May 2020 – Present

Fort Bend County Medical Examiner's Office, Rosenberg, TX

- Provides coverage for forensic autopsies as needed
- Duties include performing autopsies, reviewing cremation requests, determining jurisdiction, writing autopsy reports, interacting with outside agencies and giving expert testimony

ASSOCIATE MEDICAL EXAMINER

Locum Tenens

January 2020 – Present

District 1 Medical Examiner's Office, Pensacola, FL

- Provides coverage for the medical examiner's office as needed
- Duties include performing autopsies, reviewing cremation requests, determining jurisdiction, writing autopsy reports, interacting with outside agencies and giving expert testimony

ASSOCIATE MEDICAL EXAMINER

December 2016 – May 2020

District 23 Medical Examiner's Office, St. Augustine, FL

- Associate Medical Examiner covering St. Johns, Putnam and Flagler Counties (population: approximately 430,000)
- Daily duties include performing autopsies, reviewing cremation requests, determining jurisdiction, writing autopsy reports, family meetings, interacting with outside agencies and giving expert testimony
- Performs approximately 200 postmortem examinations, 12 depositions, and 5 court appearances annually
- Cultivates and maintains excellent working relationships with outside investigative agencies by providing prompt communication, feedback and consultation

- Ad hoc statistician providing the public, law enforcement, and health care professionals with "real-time" data
- Motivates and encourages teamwork by supervising a support staff of 7 FTEs (with budgeted increase to 11 FTEs by end of FY2020)
- Assists in generating the annual budget proposal and advocates the MEO's needs to the county commissioners, county administrator and HR director
- St. Johns County MEO FY 2020 budget: $1.7 million (approximately $400k budget increase from FY2019) with approximately $730k reimbursed from 2 counties
- FY2020 Highlights: 5 additional FTEs (2 morgue technicians, 2 medicolegal death investigators, and 1 administrative assistant), additional investigator vehicle, and $90k dedicated to building renovations to adjust for incoming staff and increasing workload
- Implemented an invoice system for recovering revenue generated from cremation permits resulting in significant recovery of previously unpaid fees (increased of 12%)
- Major overhaul of the SOP leading to successful full NAME reaccreditation (August 2018)
- Prepares questions and conducts interviews and for prospective candidates for new positions
- Established a quality assurance review protocol of autopsy and investigator reports (NAME accreditation standards)
- Created and updates the annual workload report and issues quarterly workload reports
- Mentors rotating interns by engaging them in the field of forensic pathology
- Lectures at quarterly Morbidity and Mortality conferences for St. Johns County Fire Rescue in addition to ad hoc learning sessions with first responders on challenging cases

ASSISTANT CLINICAL PROFESSOR OF PATHOLOGY
FORENSIC PATHOLOGY CLERKSHIP SITE DIRECTOR

May 2017 – Present

Department of Pathology, College of Medicine

University of Central Florida, Sanford, FL

- Volunteer clinical assistant professor in the department of pathology
- Established District 23 formal affiliation with University of Central Florida
- Successfully created and established the first ever clerkship elective in forensic pathology (MS3/4) for UCF medical students
- Direct supervision of medical students with unique hands-on experience in assisting select autopsy cases and preparing autopsy reports

CONSULTANT AND PRIVATE FORENSIC PATHOLOGIST

December 2018 – Present

President and Owner

Quality Autopsy Services, PLLC

- Offering private autopsies, expert testimony and case review in the State of Florida

CLINICAL INSTRUCTOR OF PATHOLOGY – AUTOPSY SERVICE

January 2015 – June 2015

Department of Pathology and Laboratory Medicine

The University of Texas Health Science Center at Houston, Houston, TX

- Acted as the on call attending physician for the autopsy service, supervised residents and signed out medical autopsy cases
- Supervisor: Dr. L. Maximilian Buja (Director of Autopsy Service)

CERTIFICATIONS AND LICENSES

ACTIVE MEDICAL LICENSES

2016 – Present	Florida Medical License	ME129322
2015 – Present	Texas Medical License	Q2694

DIPLOMAT – AMERICAN BOARD OF PATHOLOGY

September 2018	Board Certified in Forensic Pathology
June 2018	Board Certified in Anatomic Pathology

CERTIFICATE OF COMPLETION

October 2016 – Houston, TX

Mass Fatality Incident Site Exercise

Harris County Institute of Forensic Sciences and the Federal Bureau of Investigations – Houston Division

NRA CERTIFIED PISTOL INSTRUCTOR

July 2017 – Orange Park, FL

CCW Florida – Instructor: Quiel Begonia

POSTGRADUATE TRAINING

FELLOWSHIP – FORENSIC PATHOLOGY

June 2015 – October 2016

Harris County Institute of Forensic Sciences - Houston, TX

Fellowship Director: Merrill O. Hines, M.D.

2016 ***Quality Improvement Project – Fellowship Manual***
Created a binder for incoming fellows and faculty with references related to the standard operating procedures, daily duties, and core lectures.

RESIDENCY – ANATOMIC AND CLINICAL PATHOLOGY

July 2011 – June 2015

University of Texas Health Science Center at Houston - Houston, TX

Residency Director: William F. Glass, M.D., Ph.D.

2014 - 2015 ***Chair of Residency Recruitment***
Created new materials including brochures and website design with original photography. Energized the faculty and residents for a successful recruitment.

Outcome: matched all 5 spots with our top candidates.

2015 ***Co-Director of Autopsy Procedures and Protocol Reform***
Under the direction of Autopsy Director, Dr. L. M. Buja, we addressed the needs of the clinical services, organized inter-departmental lectures, and established a quality assurance protocol and microbiology protocol.

Outcome: Increased demand in autopsy requests and strengthened our relationship with the clinical teams.

2011 - 2015 Interviewed prospective candidates for residency

EDUCATION

MEDICAL SCHOOL

June 2007 – June 2011

Wayne State University, School of Medicine – Detroit, MI

- Degree Obtained: Medical Doctorate (M.D.)

UNDERGRADUATE

June 2003 – June 2007

Indiana University – Bloomington, IN

- Degree Obtained: Bachelor of Science (B.S.)
- Major: Biology with Honors
- Minor: Chemistry
- Area Certificate: History and Philosophy of Science

PROFESSIONAL ACTIVITES

2019 – Present **The American Journal of Forensic Medicine and Pathology**
Ad Hoc Reviewer
Review and comment on articles submitted to the journal and make recommendations for publication.

2018 – Present **National Associate of Medical Examiners**
Member of the Education, Program and Publications Subcommittee
Review submitted abstracts and make recommendations for acceptance or denial to present at the annual NAME conference.

2017 – Present **Florida State Child Abuse Death Review – Circuit 7**
Member
Meet quarterly with other health professionals, law enforcement, and social services to review, comment and make recommendations on infant and child fatalities to come up with initiatives and strategies on preventable deaths.

2017 – Present **Flagler Cares**
Member
Meet quarterly with other health professionals, law enforcement, members of the community, and social services to review, comment and make recommendations on suicide prevention in Flagler County.

2015 **Annals of Clinical and Laboratory Science**
Ad Hoc Reviewer
Review and comment on articles submitted to the journal and make recommendations for publication.

RESEARCH AND TEACHING EXPERIENCE

RESEARCH ASSISTANT – BERKOWITZ LAB

May 2009 – July 2009

School of Medicine - Wayne State University, Detroit, MI

- Supervisor: Dr. Bruce Berkowitz, Professor in Visual Science

MCAT INSTRUCTOR

October 2005 – December 2008

Princeton Review - Indianapolis, IN and Detroit, MI

- Taught pre-meds test taking techniques in conquering the Verbal portion of the MCAT
- Interview coach for prospective medical students

RESEARCH ASSISTANT – FUQUA LAB

January 2004 – May 2007

Department of Biology - Indiana University, Bloomington, IN

- Research Assistant for Ecology and Microbiology
- Supervisor: Dr. Clay Fuqua, Professor of Biology

RESEARCH ASSOSCIATE –WATKINS LAB

January 2005 – May 2007

School of Medicine - Indiana University, Bloomington, IN

- Supervisor: Dr. John B. Watkins III, Professor of Pharmacology and Toxicology

UNDERGRADUATE TEACHING INSTRUCTOR

August 2005 – May 2007

Department of Biology - Indiana University, Bloomington, IN

- Lead small group sessions and tutored students for the course foundations of evolution, diversity and ecology (BIOL-L111)
- Supervisor: Dr. Michael Wade (Professor of Biology)

PEER REVIEWED PUBLICATIONS

1. EL Bakota, Samms WC, Gray TR, **Oleske DA**, Hines MO. Case Reports of Fatalities Involving Tianeptine in the United States. *Journal of Analytical Toxicology*. 16 March 2018. (published ahead of press) PMID: 29566235.
2. **Oleske, DA,** Huang RPS, A Dasgupta, A Nguyen, A Wahed**.** Higher sensitivity of capillary electrophoresis in detecting hemoglobin A2'. *Annals of Clinical Laboratory Science*. 2014 Summer;44(3):291-3. PMID: 25117100
3. Huang, RSP, **DA Oleske,** A Tholpady, BN Chang, A Dasgupta, A Nguyen, A Wahed. High False Positive Rate for Monoclonal Gammopathy Using Capillary Electrophoresis (CAPILLARYS 2) Alone. *Journal of Clinical Laboratory Analysis*. 2014 Jan;28(1):42-6. PMID: 24375896
4. R Gordon, Sutton D, Thompson E, Shrikanth V, Verkley G, Stielow JB, Mays R, **Oleske D**, Morrison KL, Lapolla W, Galfione S, Tyring S, Samathanam C, Fu J, Wickes B, Mulanovich V, Wanger A, Arias C. Cutaneous Phaeohyphomycosis caused by Paraconiothyrium cyclothyrioides. *Journal of Clinical Microbiology*. 2012 Nov;50(11):3795-8. PMID: 22915609
5. M Maqbool, Huq AHM, Khodabakhsh K, Bassel S, **Oleske DA**, and Chugani H. Novel FDG-PET findings in anti-NMDA receptor encephalitis: a case based report. *Journal of Child Neurology*. 2011 Oct 26 (10):1325-8. PMID: 21596699
6. Berkowitz BA, R Roberts, **DA Oleske,** M Chang, S Schafer, D Bissig, M Gradianu. Quantitative mapping of ion channel regulation by visual cycle activity in rodent photoreceptors in vivo. *Investigative Ophthalmology & Visual Science*. 2009 Apr;50(4): 1880-5. PMID:19060264
7. Clay K, O Klyachko, N Grindle, D Civitello, **D Oleske**, C Fuqua. Microbial communities and interactions in the lone star tick, Amblyomma americanum. *Molecular Ecology*. 2008 Oct;17 (19);4371-81. PMID:19378409
8. Yeager RL**, DA Oleske**, RA Sanders, JB Watkins III, JT Eells and DS Henshel. Melatonin as a principle component of red light therapy. *Medical Hypotheses*. 2007;69 (2): 372-6. PMID:17321060
9. Yeager RL, **DA Oleske**, DS Millsap, and DS Henshel. Severe craniofacial malformations resulting from developmental exposure to dioxin. *Reproductive Toxicology*. 2006 Nov;22 (4):811-812. PMID:16965893

ORAL PRESENTATIONS

1. **DA Oleske**, Oleske DM, Derrick S, Hines MO. Suicide Trends and Risk Factors in Youth Aged 10-19 years, Texas, USA. Presented at International Conference on Pharmacoepidemiology & Therapeutic Risk Management; Dublin, Ireland. August 2016.
2. DC Pinto, **Oleske DA**. Quantitative Assessment of Perimortem Blunt Force Trauma of the Neck. Presented at Annual Meeting of the American Academy of Forensic Sciences; Las Vegas, NV. February 2016.
3. **DA Oleske**, Anzalone M, Walterscheid F, Wolf D. Ethylene Glycol toxicity: Death without calcium oxalate crystal deposition. Presented at American Academy of Forensic Sciences; Orlando, FL. February 2014.

POSTER PRESENTATIONS

1. DR Thrasher and **Oleske DA.** *A Case of Necrotizing Pneumonia from Marijuana Water Pipe*. Poster presented at: 71st Annual Meeting of the American Academy of Forensic Sciences, February 2019. (Emerging Young Scientist Award Finalist)
2. DR Thrasher, Walterscheid J, **Oleske DA.** *An Excipient Induced Oxycodone Fatality*. Poster presented at: 71st Annual Meeting of the American Academy of Forensic Sciences, February 2019.
3. **DA Oleske,** Salicru, M, Hunter, RL. Glucagonoma Found at Autopsy in Toxic Epidermal Necrolysis. Poster presented at: Texas Society of Pathologists; Austin, TX. January 2013.
4. **DA Oleske,** Huang RSP, Dasgupta A, Nguyen A, Wahed A**.** Higher sensitivity of capillary electrophoresis in detecting hemoglobin A2'. Poster presented at: American Society of Clinical Pathology; Boston, MA. February 2012.
5. Huang RSP, **DA Oleske,** Dasgupta A, Nguyen A, Wahed A**.** Increased Rate of False Positivity for Monoclonal Gammopathy Using Capillary Electrophoreses. Poster presented at: American Society of Clinical Pathology; Boston, MA. February 2012.
6. **DA Oleske,** Chang M, Schafer S, Bissig D, Grandianu M, Roberts R, Berkowitz BA. Quantitative Mapping of Ion Channel Regulation byVisual Cycle Activity in Rodent Photoreceptors In Vivo: Part II: Modulation with RPE65. Poster presented at: WSU Medical Research Symposium; Detroit, MI. January 2009.
7. **DA Oleske**, Yeager YL, Sanders RA, Eells JT, Watkins III JB, and Henshel DS. A Developmental Study of Energy and Glutathione Redox Balance in

Brain after Dioxin Exposure and 670nm Light Treatment.. Poster presented at: Society of Toxicology National Conference; Charlotte, NC. April 2007.

8. **DA Oleske,** Lim J, Yeager YL, Sanders RA, Eells JT, Henshel DS, and Watkins III JB. Near infrared light therapy attenuates TCDD-induced hepatotoxicity. Poster presented at: Midwest Regional Conference - Society of Toxicology; Lincolnshire, IL. September 2006.

LECTURES

1. **DA Oleske**. Case Review: Trauma Morbidity and Mortality Conference. Presented at: St. Johns County Fire Rescue, St. Augustine, FL. October 2019.
2. **DA Oleske**. Case Review: Trauma Morbidity and Mortality Conference. Presented at: St. Johns County Fire Rescue, St. Augustine, FL. July 2019.
3. **DA Oleske.** A Primer on Forensic Pathology. Introduction to Forensics Class. Presented at: St. Johns River State College, St. Augustine, FL. March 2018.
4. **DA Oleske.** Medicolegal Death Investigation Involving Hospital Deaths. Nursing Grand Rounds. Presented at: Flagler Hospital, St. Augustine, FL. November 2017.
5. **DA Oleske.** So Your Patient Died: Now What? Nursing Grand Rounds. Presented at: Flagler Hospital, St. Augustine, FL. August 2017.
6. **DA Oleske.** Autopsy Service, Jurisdiction in Texas, and Death Certification. Oral Presentation presented at: UT Emergency Medicine Department, Houston, TX. May 2015.
7. **DA Oleske.** Autopsy Service, Jurisdiction in Texas, and Death Certification. Lecture presented at UT Internal Medicine Department, Houston, TX. June 2015
8. **DA Oleske**. Toxic Effects of Gasoline and Gasoline Derivatives. CME Lecture presented at Harris County Institute of Forensic Sciences, Houston, TX. November 2013.
9. **DA Oleske**. Aggressive Digital Papillary Adenocarcinoma and Eccrine Tumors. CME Lecture presented at University of Texas Health Science Center, Houston, TX. May 2013.
10. Maqbool, MM, **Oleske DA.** NMDAR-antibody encephalitis in a teenage boy. Oral Presentation presented at: DMC Neurology Grand Rounds; Detroit, MI. January 2011.

RESEARCH INTERESTS

- Suicidality and chronic pain with opioid dependence
- Ballistics of modern ammunition

- Public health and epidemiology

PROFESSIONAL MEMBERSHIPS

- National Association of Medical Examiners
- American Academy of Forensic Sciences
- Florida Association of Medical Examiners

SKILLS AND INTERESTS

- Statistics
- Cardiovascular Pathology
- Ballistics and Firearms
- Accreditation (ACGME and NAME)
- Recruitment and Education
- Home Remodeling

REFERENCES

References are available on request.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18873 **County Administrator's Report 10. 57.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/05/2020
Issue: Contract Award for Escambia County Broadband Feasibility Study
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Award for Escambia County Broadband Feasibility Study - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Magellan Advisors, LLC, in the amount of $187,200.

Vendor/Contractor	Funding	Amount	Contract Number
Magellan Advisors, LLC	Fund 119, Cost Center 110184, Object Code 58201	$187,200	PD 19-20.095

BACKGROUND:

PD 19-20.095, Escambia County Broadband Feasibility Study was publicly noticed to 114 firms on September 28, 2020. Nine firms responded on Octobber 20, 2020.

Cobb, Fendley & Associates, Inc.
CommScope
Connected Nation
Design Nine, Inc.
ECC Technology
Foresite Group, Inc.
JBL Communications, LLC
Lit Communities
Magellan Advisors, LLC.

October 23, 2020 the Selection/NMegotiation Committee met and shortlisted to the following firms:

Connected Nation
Design Nine, Inc.
Magellan Advisors, LLC

October 27, 2020 Discussions were held with all three firms, after which, the committee ranked as follows:
1. Magellan Advisors, LLC
2. Connected Nation
3. Design Nine, Inc.

The vote to approve was unanimous.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Magellan Advisors, LLC	Fund 119, Cost Center 110184, Object Code 58201	$187.200	PD 19-20.095

LEGAL CONSIDERATIONS/SIGN-OFF:
Legal Agreement prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 45 Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:
The Office of Purchasing will issue the Attorney's Contract and Purchase Order.

Attachments

Agreement with Exhibits
Original Solicitation
Addendum #1
Addendum #2
Magellan Advisors, LLC Proposal
Register of Proposers
Committee Final Evaluation Tabulation
Proposal Analytics

AGREEMENT FOR CONSULTING SERVICES RELATING TO THE ESCAMBIA COUNTY BROADBAND STUDY (P.D. 19-20.095)

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Pensacola, Florida 32502, and Magellan Advisors, LLC, a Florida limited liability company authorized to conduct business in the State of Florida, FEI/EIN 65-1218484, whose principal address is 999 18th Street, Suite 3000, Denver, CO 80202 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on September 28, 2020, the County issued a Request for Proposals (P.D. 19-20.095) seeking a consultant to provide a broadband feasibility study of Escambia County; and

WHEREAS, negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

ARTICLE I
PREAMBLE

The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

ARTICLE 2
SCOPE OF WORK

2.1 The Consultant will perform the tasks outlined in *Escambia County's Request for Proposals, Specification No. P.D. 19-20.095, Escambia County Broadband Study*, attached hereto and incorporated herein as **Exhibit A**, and as represented in the Consultant's proposal, attached hereto and incorporated herein as **Exhibit B**.

2.2 In the event of a conflict between the terms of this Agreement and the provisions of Exhibits A and B, the terms of this Agreement shall prevail, and the terms of Exhibit A shall take precedence over any conflicting provisions of Exhibit B.

2.3 The scope of work shall be completed in accordance with the standard care in the profession at the time such services are rendered. Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors.

2.4 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or omissions relating to the performance of services pursuant to the Agreement.

2.5 Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

ARTICLE 3
TIME FOR PERFORMANCE

3.1 The schedule for completion of the Consultant's services shall be in accordance with Project *Timeline* set forth in **Section 5** (page 11) of the Consultant's proposal, attached hereto as **Exhibit B**. Unless otherwise agreed to by the parties, the services performed pursuant to this Agreement shall be completed by the Consultant no later than **eight (8) weeks** from the date of the Notice to Proceed.

3.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

3.3 Prior to beginning the performance of any services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 4
COMPENSATION AND METHOD OF BILLING AND PAYMENT

4.1 The County agrees to pay the Consultant, as compensation for its services under this Agreement, an aggregate fee for certain project tasks pursuant to the *Cost Estimate* set forth in **Section 5** (page 13) of the Consultant's proposal, attached hereto as **Exhibit B**. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges is to be paid as follows: A lump sum amount of **$187,200.00**. Final payment will be subject to approval by the Board of County Commissioners.

4.2 The fees set forth in **Exhibit B** for certain project tasks to be performed by the Consultant shall be inclusive of any direct or indirect expenses or costs of every type, including, but not limited to the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

4.3 For fees negotiated as a lump sum payment, the Consultant may submit an invoice to the County upon the completion and approval of each task or the partial completion of a task on a pro-rata basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as required by the Contract Administrator. Requests for payment shall not be made more frequently than once a month.

4.4 Payments under this Agreement and interest on any late payments shall be governed by the Local Government Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

ARTICLE 5
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 6
GENERAL PROVISIONS

6.1 Termination.

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

6.2 Public Records. The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure

are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the Agreement. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

6.3 Conflict of Interest. Consultant agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Consultant further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

6.4 No Contingent Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

6.5 Independent Contractor Status. In the performance of this Agreement hereunder, Consultant is an independent contractor. Consultant shall not hold itself out as an employee, agent or servant of the County; and Consultant shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

6.6 E-Verify. In accordance with §448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to

verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

6.7 Indemnification. The Consultant agrees to hold harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages or economic loss, arising directly or indirectly, on account of or in connection with the Consultant's negligent, reckless, or wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant or by anyone for whom the Consultant is legally liable. The parties understand and agree that such indemnification by the Consultant relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Consultant agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

6.8 Insurance. The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations;
(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;
(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease; and
(d) Professional Liability coverage with $1,000,000 per occurrence minimum limit.

It is understood and agreed by the parties that in the event that the Consultant consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Consultant agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners

shall be “additional insureds” on all liability policies (except professional liability). Certificates of insurance shall be provided to Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days’ notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

6.9 Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

Magellan Advisors, LLC	Escambia County
Attention: John Honker, President	Attention: County Administrator
999 18th Street, Suite 3000	221 Palafox Place
Denver, CO 80202	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

6.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

6.11 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

6.12 Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County’s interpretation of this Agreement.

This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

6.13 Compliance with Laws. Consultant agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. Consultant shall at all times maintain appropriate licensing, certification, and registration while performing services pursuant to this Agreement.

6.14 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant without the prior written consent of the County.

6.15 Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

6.16 Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

6.17 No Waiver. The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

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

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

_____
Witness

By:_____
Janice P. Gilley, County Administrator

_____
Witness

Date:_____

BCC Approved:_____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-30-2020

CONSULTANT:
MAGELLAN ADVISORS, LLC, a Florida limited liability company authorized to conduct business in the State of Florida.

_____
Witness

By:_____
John Honker, President

_____
Witness

Date:_____

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSAL

ESCAMBIA COUNTY BROADBAND STUDY

Solicitation Identification Number PD 18-19.095

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

PROPOSALS WILL BE RECEIVED UNTIL: **2:00 PM CDT, October 20, 2020** **Bid Delivery/Courier Address:** **213 Palafox Place** **Second Floor, Matt Langley Bell, III Building** **Pensacola, FL 32502** **OR Upload Via Vendor Registry** **Bid Opening Audio & Video: Click Here** **Bid Opening Audio Only: (863) 333-5817** **Conference ID: 677 292 764#**	**Pre-Solicitation Conference:** **There will be no Pre-Solicitation Conference** **Questions must be received on or before 5:00 p.m., CDT, October 7, 2020**

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
T: 850.595.4918
e-mail: prnobles@myescambia.com

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
ESCAMBIA COUNTY BROADBAND STUDY
SPECIFICATION PD 18-19.095

HOW TO SUBMIT YOUR PROPOSAL:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late proposals will be returned unopened.

**** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents***

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- Proposal
  - Technical (as described beginning on page 11)
  - Fee Proposal (as described beginning on page 13)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:

- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements" (pg 4)
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes (pgs 17 & 18)
- Drug-Free Workplace Form (pg 19)
- Information Sheet for Transactions and Conveyances Corporate Identification (pgs 20 & 21)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- Placed your proposal with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- Certificate of Insurance

HOW TO SUBMIT A NO PROPOSAL:

- If you do not wish to propose at this time, please remove the solicitation, offer and award form from the proposal solicitation package and enter no proposal in the **"REASON FOR NO PROPOSAL"** block, your company's name, address, signature, and return the solicitation, offer and award form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This Form Is For Your Convenience To Assist In Filling Out Your Proposal Only.

Do Not Return With Your Proposal

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Request for Proposals - Title Page
- Proposers Checklist i
- Table of Contents ii
- General Terms and Conditions (By Reference) 1
- Special Terms and Conditions (Including Indemnification, Safety and Insurance) 3

Part I Summary 9

Part II General Information 9
2-1 Purpose 9
2-2 Objective 9
2-3 Requirements 10
2-4 Issuing Officer 10
2-5 Rejection 10
2-6 Inquiries 10
2-7 Addenda 10
2-8 Schedule 11
2-9 Proposal Format and Signature 11
2-10 Disclosures 11
2-11 Method of Payment 11

Part III Information Required from Contractors 11
3-1 Technical Proposal 11
3-2 Fee Proposal 13

Part IV Criteria for Selection 13

Part V Scope of Work 13

- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes 17
- Drug-Free Workplace Form 19
- Information Sheet for Transactions and Conveyances and Corporate Identification 20

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (http://myescambia.com/business/uniform-contract-format), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
   - 5.01 **Taxes**
   - 5.02 **Discounts**
   - 5.03 **Mistakes**
   - 5.04 **Condition and Packaging**
   - 5.05 **Safety Standards**
   - 5.06 **Invoicing and Payment**
   - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
   - 9.01 **County Procedure on Acceptance of Gifts**
   - 9.02 **Contractors Required to Disclose any Gift Giving**
   - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

22. **Facilities**
23. **Distribution of Certification of Contract**
24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in
    Florida go to the Department of State, Division of Corporations,
    URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s)

Instructions to Offerors

1. **General Information**

   All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

   Specification Number PD 18-19.095, Escambia County Broadband Study, Name of Submitting Firm, Time and Date due.

   Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

   Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

   The following policy will apply to all methods of source selection:

2. **CONDUCT OF PARTICIPANTS**

   After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT**

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

4. **AWARD**

Award shall be made on an "all-or-none total" basis.

3. **COUNTY INSURANCE REQUIRED**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best

Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Purchasing Manager
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

4. **INDEMNIFICATION**

Contractor agrees to save harmless, indemnify, and defend County and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County

by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

5. **TERMINATION**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

6. **TERMINATION (PUBLIC RECORDS REQUEST)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

PART I SUMMARY

Escambia County is seeking proposals for a broadband feasibility/engineering study. The purpose of this RFP is to provide the County with the information needed to analyze, select and implement the best solutions to improve broadband connectivity across our entire county so that our network(s) are an asset for community and economic development. The County recognizes reaching our goal may require a mix of technologies and phased build-out plans. Flexibility, ingenuity, and innovation along with a cohesiveness in design will be necessary to reach the ultimate goal of digitally connecting the County's entities through a world-class, next generation network.

Our vision:
All Escambia County residents will be able to use convenient, affordable world-class broadband networks that enable us to survive and thrive in our communities and across the globe.

To achieve this vision, we seek the best path to a ubiquitous broadband network that is ultimately scalable to one Gigabit to homes, businesses and anchor institutions recognizing that this may require a 40 Gigabit or 100 Gigabit backbone. We recognize that there are a variety of models that could be used to achieve our vision and we are open to all of them, including incenting private sector investment, engaging in a public-private partnership, forming a new cooperative or operating as a government utility.

We expect this to be highly interactive and iterative process, with excellent and ongoing communications between the selected vendor and the steering committee so that at the end of the study process, the committee clearly understands the best alternatives for moving forward to achieve the vision.

PART II GENERAL INFORMATION

2-1 PURPOSE

The Board of County Commissioners of Escambia County are seeking proposals from qualified firms relating to provide the County with the information needed to analyze, select and implement the best solutions to improve broadband connectivity across our entire county so that our network(s) are an asset for community and economic development.

2-2 OBJECTIVE

The primary objective of this Request for Proposal (RFP) is the potential selection of the most qualified firm to provide the best path to a ubiquitous broadband network that is ultimately scalable to one Gigabit to homes, businesses and anchor institutions recognizing that this may require a 10 Gigabit backbone.

2-3 REQUIREMENTS

The firm must be available to meet with and advise County staff and the Board of County Commissioners in Escambia County. The firm must also be available to appear at meetings of the Board of County Commissioners on a periodic basis.

The firm must possess a demonstrated ability, knowledge and expertise related to county wide broadband. The firm should also have sufficient knowledge and experience in all matters relevant to the requirements of local governmental entities.

The firm must submit a proposal meeting all requirements of this RFP, and the proposal must be complete and accurate in all respects.

2-4 ISSUING OFFICER

The project Director shall be the County Administrator. The liaison officer shall be Bart Siders, Director, Information Resources. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

2-5 CONTRACT CONSIDERATION

The services solicited through this RFP have yet to be fully defined, and the term of any resulting agreement will be subject to negotiation. This solicitation is intended to be non-binding and the County reserves the right to withdraw, cancel, or postpone the solicitation at any time prior to award.

2-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

2-6 INQUIRIES

All questions regarding this RFP shall be directed to Paul Nobles, Purchasing Manager, (850) 595-4918.

2-7 ADDENDA

Any changes made in the RFP shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

2-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	September 28, 2020
Final Date for Questions	5:00 p.m., CDT, October 7, 2020
Date for Responses to Questions	October 12, 2020
Receipt of proposals	2:00 p.m. CDT, October 20, 2020
Proposal Review Meeting	10:00 a.m., CDT, October 27, 2020
Discussions / Selection Meeting	1:00-4:00 p.m., CST, November 6, 2020
Negotiations Meeting, if required	1:30 p.m., CST, November 10, 2020
Board of County Commissioners approval	December 10, 2020

2-9 PROPOSAL FORMAT AND SIGNATURE

All proposals shall be submitted through Vendor Registry. No hard copies will be accepted. Response shall be a single PDF. Multiple PDF's shall not be accepted.

2-10 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record and shall be subject to disclosure in accordance with Chapter 119, Florida Statutes.

2-11 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART III INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

3-1 TECHNICAL PROPOSAL

The following will be considered minimal contents of the proposal. Limit proposal to 10 pages.

1. Provide a restatement of the goals, objectives and project tasks to demonstrate the responder's view of the project and your approach to this project. Please reference the **Study/Report Requirements: Sections A – D** in your responses.

2. Provide on your background and experience in the following areas:

   a. Network: Outline the direct knowledge and experience your company

has regarding broadband solutions.

b. Financial: Describe direct experience and knowledge your company has creating and analyzing financial plans and models including capital requirements, operational pro formas, and financing options.
c. Regulatory/Legal: Describe any direct experience and knowledge your company has in analyzing and interpreting the regulatory and legal landscape and providing analysis and guidance on these issues as they pertain to the various options contained in the proposal.
d. Services: Describe any direct experience and knowledge your company has in providing community and business community analysis and guidance surrounding broadband services.
e. Project Management: Outline your company's direct knowledge and experience with structured project management.
f. Partnerships: Share your company's experience in working with state and local governments and public-private sector collaborations.

3. Conflicts of Interest: Provide any information on prospective conflicts of interests, including existing or financial relations with equipment vendors, ISPs or other firms.

4. References: Include at least three references from previous similar projects.

   Identify key personnel who will conduct the project and provide detail of their training and work experience. No change in key personnel assigned to the project will be allowed without the approval of the local project team. Address experience in working with rural communities, schools and townships in regard to this type of study.

   Note: Subcontractors working for the contractor must meet all the requirements of the Request for Proposal (RFP) and any contract between the contractor and the subcontractor must include all contract terms agreed to between the County and the successful contractor.

5. Detailed work plan to include:

   a. Tasks to be accomplished and the budget hours to be expended for each task and subtask. (This will be used as a work plan and managing tool for basis of invoicing.)
   b. Identify project timeline with deliverables and key milestones.
   c. Provide detail regarding local involvement and services expected to complete the project. A minimum of 3 status meetings are to be contained in the work plan in addition to any data collection or input/review meetings.
   d. Outline the project management approach that your company will employ to execute this project and identify individual(s) responsible for

the various areas in the outline.

e. Identify areas of risk for the project based on the contractors detailed work plan and schedule for all aspects of the project including but not limited to financial, construction, legal, product availability, environmental and archaeological.
f. Provide detailed cost estimate of the study, including known project expenses, professional hourly rates and multipliers and estimated service/task hours with a "Not to Exceed" cap. Other ancillary expenses related to the completion of the study will be discussed on a case-by-case basis.
g. Commit to working closely with Steering Committee and County Board.

3-2 FEE PROPOSAL

Escambia County is anticipating a lump sum proposal fee proposal. Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

PART IV CRITERIA FOR SELECTION

Experience and qualifications of the vendor and personnel assigned to this project	30%
Clear understanding of this project	15%
Clear technical proficiency for the mix of technologies and cohesiveness of the network proposed	25%
Project work plan and timeline	10%
Work experience in small and rural communities including counties, cities and townships	10%
Fee Proposal	10%

PART V SCOPE OF WORK

Description of Escambia County

Key geographic and demographic info:

453 population per square mile (2010)

69% white, 23% black, 8% other

Road Miles:

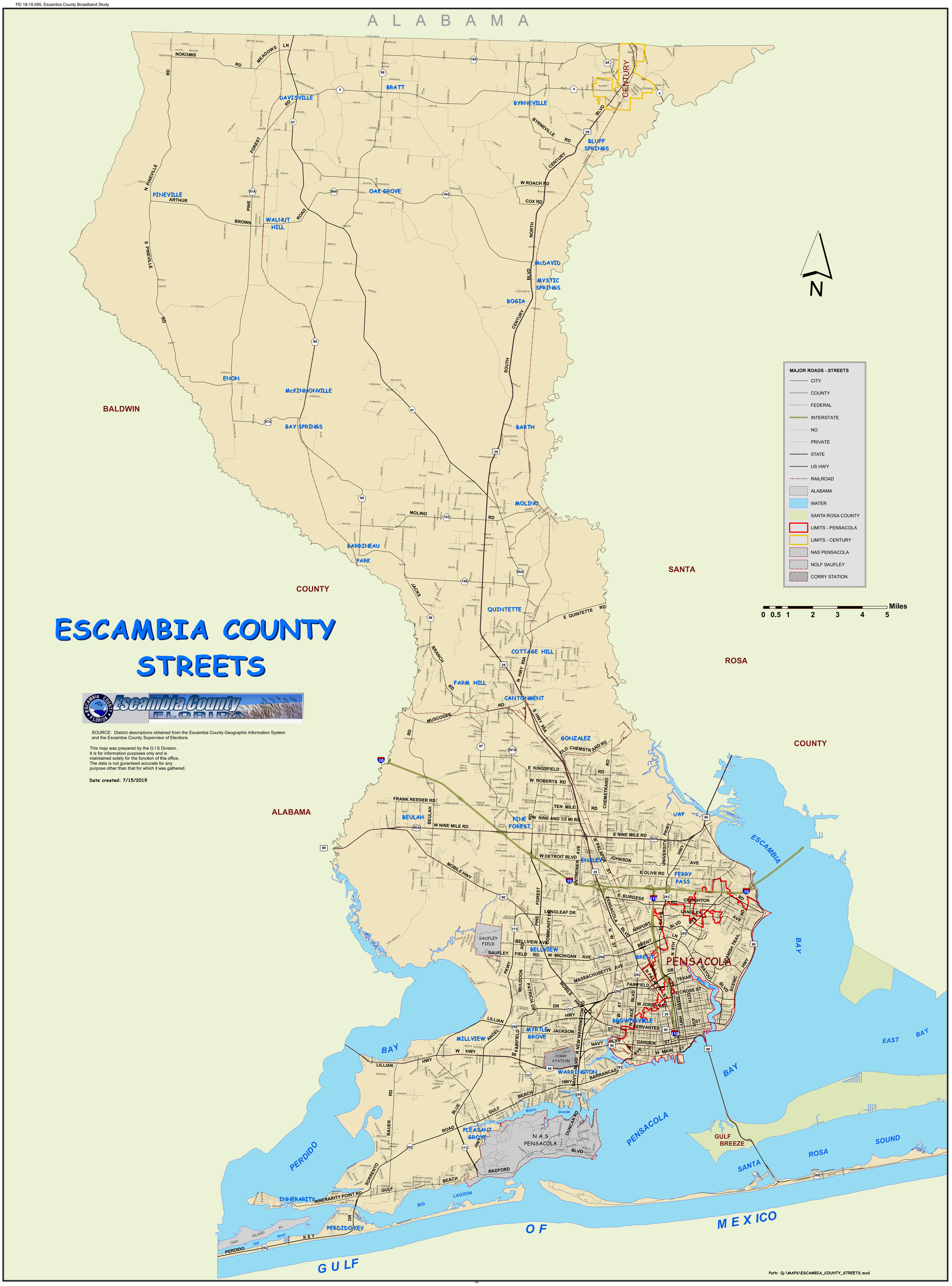
2,789 miles

Average population density:

318,316 population estimates as of July, 2019

A map of the county is attached.

ESCAMBIA COUNTY STREETS



SOURCE: District descriptions obtained from the Escambia County Geographic Information System and the Escambia County Supervisor of Elections

This map was prepared by the G I S Division.
It is for information purposes only and is
maintained solely for the function of this office.
The data is not guranteed accurate for any
purpose other than that for which it was gathered.

Date created: 7/15/2019

Path: Q:\MAPS\ESCAMBIA_COUNTY_STREETS.mxd

County Contributions to the Feasibility Study project

To support the selected vendor, the county will, at a minimum, provide the following:

- Recruitment of a project steering team
- Recruitment of focus group participants
- Access to County GIS data
- Access to historical County Permit Data
- Other public information as needed

Reporting Requirements

This section outlines the study and report requirements.

Section A – Current assessment and market demand

- Review of the competitive environment
  - Complete an inventory of existing fiber networks within the county, including ownership and availability for use by other network providers.
  - Provide an overview of current broadband providers' services, pricing strategies and coverage area. To the extent possible, determine and analyze the investment and deployment plans of incumbent providers.
  - Map the location of existing fiber and broadband-related electronics and available broadband speeds available by provider. This information should be provided in a format usable by the County GIS systems.
  - Provide an assessment of the services available to our existing and prospective businesses and how that impacts our economic development efforts.

- Provide a market study to establish a likely market penetration rate and clarify which benefits from a new countywide network might be most important to the residents and businesses. Include information from the following sources
  - Available market and census data
  - Local random sample countywide survey of residents and businesses
  - Focus groups of key constituencies
  - Include a sample survey your firm has used for similar project and the resulting report as an appendix of your proposal

Section B – Technology options

- Determine the best technology path for our county
  - What are the broadband capacities and considerations that are necessary now and in the future that will enable our county to be

economically competitive? What technologies can provide broadband services at those speeds?
  - What are the technologies best suited to the various areas of the County based on geography and demographics?
  - What opportunities exist to provide a protected-ring fiber network that would connect businesses and anchor institutions such as schools, libraries, hospitals, public safety, cities, institutions of higher education and community support organizations?

- Options for services provision to include:
  - Mix of technologies and phased build out plans with multiple platforms scalable to 1 gigabit and include wireless, fiber, ARMER towers, cable, etc.
  - Options should include scenarios using what already exists within the County, with a service level range of 25/10 - 1Gb/50 MBPS to the home/business.
  - Business models and pro forma to be analyzed to include but not be limited to:
    a) Build on existing networks: Options to combine or collaborate with existing providers to provide middle and last mile coverage to the underserved and unserved, with special emphasis on leveraging CAF2 dollars (Connect America Fund Phase II through the FCC. Companies that accepted CAF Phase II support have six years to plan and offer broadband to consumers. Price cap carriers that accepted CAF Phase II support must complete their deployment by the end of 2020.).
    b) Create new networks:
       1. Open Access: The County would finance and contract to build the network and invite other service providers to contract to deliver services over the network.
       2. Proprietary Network:
          i. The County would build and operate the network, with or without private sector operating partners
          ii. The County would incent a private sector partner, including existing cooperatives, the creation of a new cooperative, or other entity to invest, build and operate a network by using development powers as necessary.
       3. Other options that might involve multiple local entities or other scenarios as contractor sees appropriate.

- Conduct pre-engineering study(s) at sufficient depth to estimate costs and approximate implementation timeframes for full network implementation.
  - This evaluation should include an assessment of all available mainstream high-speed technologies either alone or in combination and include an assessment and consideration of both

Fiber to the Premise (FTTP) and wireless technologies. All parts, materials, and service proposed must be currently available on the market and in continuing production (no discontinued manufacturers or parts).
- Assessment of primary and redundant backhaul connection options between local network and the Internet.
- Define the proposed service area and create a conceptual fiber route and high level design to provide the greatest coverage, showing businesses and publicly owned facilities passed within ½ mile on both sides of the fiber route.
- Use algorithmic tools to combine the map data with historical cost data to provide an estimated cost to offer scalable broadband service for all options identified. Costs will be calculated by service area and anticipated route miles to determine capital costs for fiber optic mainline, access equipment, cell tower backhaul, routers, and switches. Costs should be all inclusive of any design, initial configuration and installation costs.

Section C – Partnership options

- Provide examples of who might be a prospective partner with a brief summary of how each relationship would function.
- What sectors, groups and individuals may help our county achieve the broadband goals? Please identify synergies and sharing opportunities that exist with providers and customers to include but not limited to:
  - ISP Providers, Telecoms, Cooperatives, Statewide telecom networks, Government entities, NGO's, K-12 and higher education, including library systems, Healthcare providers and the industry and business community

Section D – Financing and Legal Considerations

- Provide financing options to include, but not limited to general obligation bonds, revenue bond, public/private partnerships, USDA RUS, other state and federal funding and others where appropriate.
- Provide an assessment of legal requirements, risks and regulations relevant to the building or operation of a network and partnership arrangements.
- Prepare financial projections for at least two project scenarios as selected by the project steering team:
  - Options Identified
  - Operational Cash flow for expenditures
  - One Time and Recurring Capital Expenses
  - Business and technical expertise needed
  - Organizational support
  - Community Support

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

7. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

8. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **FloridaStatutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which Proposals or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
   d. Based on information and belief, the statement, which I have marked below, is true in

relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____
OR produced identification_____

_____
(Type of identification)

_____
Notary Public - State of_____

My commission expires_____

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Consultant shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

(850) 488-9000 Verified by:_____ Date:_____

(Revised 9/18/09)

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 30, 2020

To: All Known Prospective Proposers

ADDENDUM NUMBER 1:

Re: PD 19-20.095, Escambia County Broadband Feasibility Study

All:

Your firm recently received an Request for Proposals for the above-mentioned specification.

This Addendum Number 1 provides for:

2-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Meeting	Original	Revised
Mailing date of proposals	September 28, 2020	**No Change**
Final Date for Questions	5:00 p.m., CDT, October 7, 2020	**No Change**
Date for Responses to Questions	October 12, 2020	**No Change**
Receipt of proposals	2:00 p.m. CDT, October 20, 2020	**No Change**
Proposal Review Meeting	~~10:00 a.m., CDT, October 27, 2020~~	1:00 p.m., CDT, October 23, 2020
Discussions / Selection Meeting	~~1:00-4:00 p.m., CST, November 6, 2020~~	1:00 p.m., CDT, October 23, 2020
Negotiations Meeting, if required	~~1:30 p.m., CST, November 10, 2020~~	1:00 p.m., CDT, October 23, 2020
Board of County Commissioners approval	~~December 10, 2020~~	**November 17, 2020**

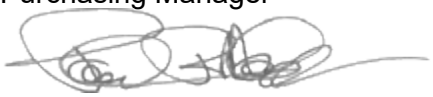
Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **November 17, 2020.**

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo-copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager



Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 8, 2020

To: All Known Prospective Proposers

ADDENDUM NUMBER 2:

Re: PD 19-20.095, Escambia County Broadband Feasibility Study

All:

Your firm recently received an Request for Proposals for the above-mentioned specification.

This Addendum Number 2 provides for:

Response to questions received:

1. How will the County assist in securing third party fiber network information (coverage area, asset routes, location of electronics, capacity, and conduit availability, and future investment/deployment plans)? Have any incumbents provided or agreed to provide this information to the County?
   Response: Our expectation is the selected vendor will perform this work. At this point no incumbents have agreed to provide this information.

2. What level of detail is expected for the GIS layers used to document the third-party fiber network?
   Response: Street Level

3. Is the County anticipating on-the-ground field surveys as part of the pre-engineering planning phase (vs. desktop GIS editing using available base map layers)?
   Response: No, GIS Mapping using base layer maps will be sufficient.

4. Please provide a list of the GIS layers that will be made available for this study.
   Response: County Boundary, Street Centerlines, Parcels, Right of Ways, Zoning, Points of Interest

5. What sample size is anticipated for the residential and business surveys?
   Response: Paul - Not sure? Would 10 percent work?

6. Is the County able to provide both phone numbers and email addresses for residents within the proposed service area for the purposes of conducting the survey?
   Response: No

7. Is the County able to recruit and set up both focus group and large business participants for qualitative research interviews?
   Response: We expect the selected vendor to perform this task.

8. What is the County's goal date to have this broadband study completed?
   Response: If we want to use CAREs money, 12/30/20.

9. How many households/businesses is the County looking to assume for the fee proposal for the broadband study? RFP Part V- Scope of Work mentions 318,316 population and US census data reflects 118,740 households in Escambia County.
   Response: Approximately 120,000 households / businesses.

10. RE: Required Documentation- Certificate of Authority to do Business from the State of Florida, if we have submitted an application to do business with Florida but not yet obtained it, is it possible to submit proof of application pending and notify the County when such approval is obtained?
    Response: Proof of application will be acceptable.

11. Can professional resumes and firm project profiles be included as an Appendix that will not count towards the technical proposal 10-page limit?
    Response: Yes, with a 10 page limit of resumes.

12. The title page and page i. mention hard copy options to include instructions for labeling the sealed envelope with submittal documents, but page 10 section 2-9 of the RFP indicates the all responses are required to be submitted electronically via the Vendor Registry portal. Please confirm the preferred / required submission option.
    Response: On the title page there is an "OR" for delivery. The County's preference is for electronic delivery. We are allowing the option.

13. What is the estimated budget for the requested scope of work?
    Response: The RFP's will be evaluated with cost being one of the variables.

14. What is the desired timeline for the project from contract execution to project closeout?
    Response: Project should be complete by 12/30/20

15. Is the County already engaged in any type consulting and/or engineering agreement related to broadband, technology, or city master planning?
    Response: No

16. Has the County investigated any needs or use cases for specific "smart city" or IoT applications?
    Response: No

17. Has the County deployed any "smart city" services or IoT application projects or programs?
    Response: No

18. Has the County pursued and/or been awarded any grants or funding dedicated to broadband development?
    Response: Not at this point.

19. Has the County performed or acquired data collection (LiDAR, or other) for any/all public RoW?
    Response: The County can provide a GIS Layer of Right of Ways

20. What GIS (CAD, PDF, or other) data can the city provide? What is the existing GIS software, and will any change need to be made?
    Response: County Boundary, Street Centerlines, Parcels, Right of Ways, Zoning, Points of Interest

21. Are there special GIS requirements for the City?
    Response: No

22. Has the County determined that it would prefer to solely own and operate and provide service, or is the County still open to other partnerships and business models?
    Response: The County is open to various solutions.

23. Would the County entertain coordinating or partnering with adjacent counties (in FL and/or AL)?
    Response: Yes, the County is open to various solutions.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo-copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager



Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: _____

ESCAMBIA COUNTY, FL - BROADBAND STUDY

Broadband Study

Solicitation Identification Number PD 18-19.095

Prepared for:
Paul R. Nobles
Purchasing Manager
850.595.4918
prnobles@myescambia.com

Prepared by: Kyle Hollifield
Magellan Advisors
Khollifield@magellan-advisors.com
276-591-6801
www.magellan-advsors.com

Magellan ADVISORS

Cover Letter

October 19, 2020
Paul R. Nobles
Purchasing Manager

Dear Mr. Nobles,

Magellan Advisors is pleased to submit our response to Escambia County's RFP for a Broadband Feasibility and Engineering Study. We applaud Escambia County's efforts to understand and improve the broadband environment in your community. Magellan believes local choice is crucial in determining what broadband services are provided to your community to ensure your citizens, businesses and community organizations receive the best possible services at affordable prices. Our mission at Magellan is to help you understand the range of options that will allow you to achieve this goal with a reliable, real-world assessment and strategies that are based on your community's needs. We provide honest, unbiased information to local governments that they can use to make informed decisions about what role they should play in broadband development within their communities.

Magellan provides professional consulting services to local governments that want to develop effective broadband strategies; strategies that are unique to their communities and are based on real-world and demonstrable success. We provide broadband planning and implementation services for local governments and public utilities across the US, assisting over 400 cities, counties and public utilities to develop and execute plans that improve local broadband.

We understand the challenges counties face in developing broadband strategies across their communities. Magellan has worked to develop plans for counties across the US that face similar challenges as Escambia County and understands how to accomplish effective planning across a diverse County of communities that range from several hundred to several thousand in population. Magellan assists county governments in creating actionable strategies to leverage existing infrastructure, develop strategic partnerships, create successful broadband policies and identify smart city investments to enhance municipal operation, businesses, education, healthcare and quality of life for all citizens in Escambia County. Magellan Advisors is a Florida based firm with local offices in Miami, Palm Beach and Orlando. Magellan has worked with local communities across Florida for the past 16 years. We have worked with the communities of Martin County, Palm Beach County, Charlotte County, Seminole County, and the cities of Jupiter, Palm Beach Gardens, Ft Lauderdale, Sunrise, Bartow, Lakeland, Winter Haven and others in engagements with similar goals outlined in this project.

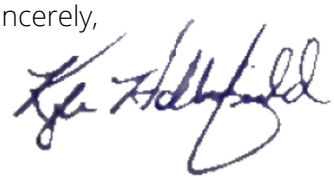
As every community is unique, our goal is to deliver individually tailored strategies and guidance to you. We will work extensively with your steering committee, municipal staff and departments in your communities to understand how your organization can best approach broadband issues, using your unique capabilities and strengths. We strive for a deep understanding of your community's broadband issues, needs and opportunities through extensive stakeholder outreach with community leaders, businesses and citizens.

Our real-world experience designing, building and operating these networks allows us to customize them specifically to support municipal, utility and smart city needs. We complement these designs with full cost estimates and financial plans that detail the revenues and costs generated by the network, based on actual data from active broadband networks.

We believe that broadband consultants are only as good as the results they produce in their clients' communities. Through our work, we've helped municipalities enhance their communities with leading edge broadband services. We understand that Escambia County is at a critical point where you need a clear and detailed understanding of your options to support your community's broadband needs. At this crossroads, you need to weigh the many cost/benefit scenarios and decide which path forward is best for the County, organizationally, financially and operationally. Magellan is prepared to help you through this complex process to evaluate the feasible options to support your decision-making process around broadband expansion.

If you have any questions or we can be of assistance in any way, please feel free to contact me with any questions or comments. You can reach me directly at 276-591-6801 or Khollifield@magellan-advisors.com.

Sincerely,



Kyle Hollifield
Executive VP, Magellan Advisors

TECHNICAL PROPOSAL

Section A – Current Assessment and Market Demand

Competitive Market Assessment

Magellan will work with the County to determine the current broadband environment, including updated maps of broadband availability, speeds and providers. The competitive market assessment will determine the services that are available, providers, service level, pricing, and access. We will document all publicly owned and privately-owned networks in the communities and build a comprehensive GIS-based broadband map to illustrate how the County is served by broadband and what providers currently serve the market. We will include details on all download and upload capacity and inventory on all physical transport. Through our survey tool we will provide speed testing tools so that residents, community anchors and businesses can report ACTUAL SPEEDS and experiences, versus what is advertised on providers' websites.

We will provide you with a graphical and visual representation of the current market, based on the survey and data collected for the market. This graphical representation will give you unique and valuable data on the actual broadband market in Escambia so you can understand the following:

1. Actual speeds that residents, anchors and businesses are receiving
2. Actual pricing that residents, anchors and businesses pay for services
3. Territories for providers operating in each community
4. Customer satisfaction levels with broadband providers
5. Key issues that impact customers across the County
6. Identify Underserved and Unserved areas

Magellan will then use this information to measure current and future demand for broadband services for the County using a combination of market research and survey tools, interviews and focus groups with local stakeholders and data collected across the community.

Needs Assessment

This assessment will first evaluate the County's needs for current and future broadband infrastructure. We will help you assess the benefits gained by equipping your infrastructure assets with fiber and wireless connectivity to support many growing municipal and community needs. Magellan will help you determine the broadband needs of the community, including small businesses, large businesses, enterprises, community anchors and residents. We believe that you should gain a fundamental understanding of demand for broadband services in the County, levels of digital literacy among users, and perceived value of service to determine the overall level of need today and in the future. This demand is a key driver of the overall business model and financial sustainability of a potential project. In other projects, Magellan has been able to aggregate demand from these stakeholder groups to support overall feasibility of proposed broadband networks. We will work with you to organize the best way to assess needs and identify demand in the community. This process generally involves outreach with stakeholder groups to learn about specific broadband and technology needs and an online survey. The outreach may include:

Public/Municipal Outreach: We believe that stakeholder involvement is critical to the success of these projects, and with assistance from the County, we will work to establish an interview schedule for municipal leaders across the County including IT, public works, finance and leadership as well as other important department leaders throughout the County and its communities..

Private Providers: To receive the most accurate and updated information Magellan will reach out to the private retail providers operating in Escambia County to be included in stakeholder outreach discussions. Since service providers are a critical part of the broadband environment in Escambia it is important to engage them early in the planning process. Magellan will hold one-on-one interviews with providers allowing them to share information on their current network, expansion and upgrade plans and willingness to partner with the County to better serve its communities.

Anchors and Enterprise Businesses: Engaging stakeholders is an imperative step to understand their actual needs, particularly among your large broadband users, including schools, hospitals, regional government organizations and large enterprise businesses. We suggest scheduling one-on-one and group meetings with these stakeholders so we can understand their existing broadband services and future needs. This will help us identify key points through the County that require high-speed broadband infrastructure. We believe in-person meetings are most effective and we would plan on holding hour-long meetings with each of your key stakeholders.

Businesses: Magellan will conduct outreach with business associations, chambers of commerce and other business and economic development stakeholders in the region. Due to the size of the County, we recommend conducting focus groups with small and medium businesses that are representative of the greater Escambia County business community. We'll work with you to determine what parameters are important in this outreach to ensure your business community is well represented in the project. Magellan's survey campaign will be released to all businesses in Escambia County through the appropriate channels to be decided upon between the County's team and Magellan. Many times, this includes assistance from chambers of commerce and business associations.

Magellan will use the data collected from all outreach meetings and surveys to compile a "state of broadband" in Escambia County. We believe that this data is essential to start the project off successfully. Magellan will depend on the assistance and participation of Escambia County's team to achieve effective meetings and statistically valid results. Sample survey included as an appendix to this RFP.

Section B – Technology Options

Magellan's Engineering, Procurement and Construction (EPC) group, located in our Kansas City office, will work collaboratively to develop a pre-engineering design of an initial fiber "community" layout using the County's current infrastructure including site priorities. We will present various options from which the County can comment and will work to develop various versions until we have consensus on the best approach, and fiber routing diagram. We will identify all sites to be connected and will include all proposed fiber and/or wireless routes (both backbone, distribution and laterals). We will outline all infrastructure required, including technical specifications, capacity plan, build plan and schematic diagrams.

The design will focus on best opportunities to leverage and connect with networks created with federal funding including CAFII, RDOF, and other publicly funded networks including E-Rate, BTOP and more. We will also investigate recent CBRS recipients to see if any alignment can be created with awardees for backhaul and possibly last mile connections.

We will also generate an initial bill of material (BOM) to support this engagement, and network cost estimating requirements. All systems designs will be provided to Escambia County in ESRI shapefile, and/or Google Earth KMZ formats. Magellan will incorporate and confirm the information already collected by the County and the individual communities in regard to opportunities.

Magellan understands that wireless may be an important element especially for last mile opportunities. Magellan will identify various wireless technologies which could support wireless connections for Smart City and other future

IoT initiatives. This will include identifying potential Wireless gateway/collector locations which could ideally be placed throughout the County, and the connectivity requirements for appropriate fiber backhaul. We will analyze existing vertical assets within the four communities' inventory to inform this Broadband Study.

Business Models

We will help Escambia County analyze a range of business model options in the framework of financial, operational, and organizational requirements to determine which models are a "best fit" for the County, have the greatest chance of success, and will be the most financially sustainable.

Magellan will work with the County to define the range of business model options to evaluate for expanded fiber deployment, which may include the following:

- Open Access
- Wholesale dark fiber and/or services in partnership with telecommunications providers
- Retail services to a range of customer segments, which may include anchors, businesses and/or residential
- Partnership models with existing broadband providers or other public utilities in the region
- Others to be determined.

Magellan will evaluate the current financial and budgetary environment for the network. We believe that Escambia County's decision-making process for a network expansion needs to include financial analysis of the proposed hardware solution and the operational costs that the County will incur in deploying the selected solution. These operational costs include more than equipment service contracts; the selected solution will have financial impacts across many aspects of County operations. We want to make sure these are evaluated so the County understands all financial impacts to the organization.

Section C – Partnership options

Magellan assists communities in developing public-private partnerships that achieve the communities' goals. We help local governments use their public-sector capabilities and assets to attract broadband partners to deploy Gigabit Internet and other leading services to citizens and businesses. Through our deep industry contacts and experience, we help communities find the right providers to deliver the services they need. Magellan will assist Escambia County in investigating the opportunities for public-private and public-public partnerships including the possibility of a mutually profitable partnership with other local municipalities. We will investigate all opportunities that the County could align with projects that have already been funded by public dollars as well as how these partnerships could be leveraged to attract more funding.

Some of the key questions that we will address in this section include:

- How will joint investment in broadband infrastructure be accomplished between the County and private sector organizations?
- What operational structures should be considered by the County and private sector organizations in use of Escambia's proposed infrastructure?
- How will Escambia County balance private sector goals of revenue growth and profitability with public goals of providing affordable and available broadband services across the County?
- How will future system expansion be handled between Escambia and private sector providers and what contributions will the parties make to this infrastructure?
- How will the County maintain neutrality and open interconnection policies with private sector providers, promoting a competitive environment that benefits Escambia County's broadband user base?

- How will an oversight and management board be structured, who will seat the board and what powers and responsibilities will the board have to the project?

Section D – Financing and Legal Considerations

Magellan proposes using our Broadband Financial Sustainability Model to ensure that Escambia County has a full understanding of the business and financial sustainability of various broadband initiatives. Using these tools will allow Escambia to evaluate different business models and make informed decisions on which are most adequate for the County and community – including environments that require no funding.

Our financial models have been specifically developed for broadband utilities and are very similar to electric utility rate studies. Our models are widely used tools to model feasibility and financial performance for over 50 municipal broadband providers. Magellan's financial modeling tools have been utilized to plan and manage broadband network investments for over $500 million in broadband projects nationwide.

Using our financial tools, we suggest using the following process to conduct the business model analysis and make recommendations. We would propose using a 20-year period to analyze the project:

1. Develop the cost model for the network, including one-time and ongoing capital expenditures to build the network.
2. Develop the cost model for operations, including O&M, network operations, field services, staffing, billing and customer service.
3. From the market analysis and outreach, determine the customer segmentation and growth on the network, across each type of customer (business, school, hospital, etc.).
4. Determine a proposed competitive rate schedule for potential services, using pricing information from the market analysis and benchmarking information.
5. Develop financial statements, pro-formas, depreciation schedules, and cash flows.
6. Conduct comprehensive financial analysis on the project to determine overall financial sustainability using key metrics such as free cash flow, debt service coverage, operating margin, and net income.
7. Use scenario analysis to evaluate different business models and determine which are feasible for Escambia County to consider.
8. Recommend the most feasible business model based on overall business and financial sustainability, community benefit, and long-term value to the Escambia community. This model will be designed to generate revenue for the County for a self-sustained broadband maintenance and development program. Our pro-formas will indicate the cost of resources both internally and externally, as estimated based on previous similar engagements.

Regulatory Review

Magellan's staff of experts maintains knowledge on the current and relevant direction of all aspects of broadband and fiber technology including legal, regulatory, and technical aspects. Using this expertise, Magellan will analyze and report on the current regulatory environment in the state of Florida and how it will impact Escambia County in developing a broadband network. Magellan has performed recent regulatory assessments for Florida communities including most recently Escambia County, the cities of Lakeland, Palm Coast, and Fort Lauderdale.

Funding

Magellan will also screen and identify feasible grant and loan programs for Escambia County, including rural and non-rural opportunities. Our analysis will look at the federal FCC, USAC, EDA, HUD and USDA programs as well as State of Florida programs that fund such projects. We will identify the program size, details, qualifications, requirements and other key information for the County to determine the opportunity to fund some of its service area with federal or state funds.

Based on the financial analysis, we will be able to provide the following information to the County to determine the best vehicles and organizational structures to be used for the project. Some of the areas we will analyze include:

- State and federal grant programs
- Joint build and joint contribution projects
- Organizational structures available, for profit, non-profit, economic development corporations, joint powers authorities and joint ventures
- Public/private contribution models
- Total amount of funding needed for the project
- Capital versus operational funding needed for the project
- Funding term, identifying short-term and long-term portions of funding
- Optimizing public and private funding sources

Experience

a. Network:

Magellan Advisors has been working with municipalities and regional organizations for the past 16 years to plan and design fiber and wireless broadband networks. We maintain a full team of designers and professional engineers that work alongside our senior consultants to plan the most effective and efficient broadband network designs. Our direct experience planning and implementing networks will ensure the County has a network that meets its needs now and in the future.

b. Financial:

Magellan's careful planning, design and financial modeling are the primary reasons why our clients have been successful in obtaining grants and federally subsidized loans, as well as private investment, but knowing how to raise capital and the sources of available capital is equally important. Magellan has assisted its clients in planning and support for bond issues, federally subsidized loan applications, federal and state grant applications, and development of private equity business plans. The company as a whole has raised over a billion in funding for fiber to the home projects and middle mile networks and will utilize our knowledge and experience to assist Escambia towards funding opportunities.

c. Regulatory/Legal:

We will analyze and report on the Florida regulatory environment and the impact to the County in developing its network for potential broadband services. Through our work with Escambia County, the City of Palm Coast, City of Lakeland and many others, we have a deep understanding of Florida state statutes.

d. Services:

Magellan's team has worked with over 400 communities to analyze business and community broadband needs and gaps. Our team has led the strategy for over 50 implemented community networks across the US and within

the state of Florida including the City of Clermont, City of Palm Coast, City of Jupiter, City of Lakeland, and City of Winter Haven.

e. Project Management:

For this project, Magellan will provide a solution of subject matter experts to complete quality deliverables for the project. Magellan will serve as the prime contractor for the municipality. Our consultants will provide all project management, specifications and construction administration. Magellan will provide core engineering services including fielding, surveying, boundary mapping and final design. Magellan's design team will manage essential specifications and ensure business objectives are achieved in the design while providing a layer of quality control and compliance management for the design. We have found that pooling our resources allows the experienced subject matter experts to each focus on their individual tasks and provides the highest quality deliverable for our clients.

Magellan's project team will meet on a bi-weekly basis with the County's project team to discuss the status of the project, major milestones and deliverables, and ensure alignment on project goals. Our team can also be available weekly or as needed to keep the project moving forward, due to tight time constraints. We will also be available to present our findings and recommendations to leadership as requested by the County.

f. Partnerships:

Magellan's team regularly works with communities to create public private partnerships that leverage community assets and networks to expand broadband in their communities. We understand that in order to create sustainable networks that partnerships between public and private agencies can be critical to the feasibility. We work with communities from feasibility through RFP release all the way through negotiation. Most recently Magellan developed a public private partnership with the South Bay Council of Governments in Los Angeles that connected 15 communities with a provider to create a regional network to drive economic development in the South Bay Cities.

3. Conflicts of Interest: Provide

Magellan Advisors has no conflicts of interest. We are a vendor neutral firm and do not partner with ISP's, equipment vendors or other broadband firms.

4. References:

Stark County, OH - Project: Broadband Feasibility Study

Contact: Victor Pavona |Title: Task Team Director | Phone: 330.244.3295 | Email: vpavona@cantonsbdc.org

In 2016, Magellan Advisors was contracted by the Stark County Broadband Task Team to develop a Broadband Feasibility Study. The study identified opportunities the County and its local partners could consider to begin making strategic investments in broadband infrastructure, as a way to reduce/control regional local governments telecommunications spend, in addition to providing new infrastructure for use by private sector providers. Magellan provided a detailed research and review of the County, its communities, digital divide, broadband penetration, demographic analysis and market study. Through new regional investments in middle-mile backbone networks, on-net data center facilities, and through smart public policy, Stark's communities can focus on options for directly building or incentivizing additional last-mile fiber buildout. The Stark County Broadband Task Team accepted the final plan in October 2016 and is working through the recommendations as we speak.

City of Palm Coast, Florida - Project: Fiber-to-the-Business Planning & Operations

Contact: Beau Falgout | Title: Assistant City Manager | Office: 386-986-3796 | Email: BFalgout@palmcoastgov.com

Magellan has maintained a long-standing client in the City of Palm Coast, for whom we have provided planning and management of the City's broadband services network. Magellan supported the buildout of FiberNet in 2005-2010 and has worked with the City over the years on planning initiatives.

Magellan provided all construction management, design, implementation, and operations for this network, which provides direct fiber-optic services to the City's business community and anchors. One hundred businesses are currently active on the network, ranging in speeds from 10Mbps to 10Gbps, as well as 16 schools, city and county offices, libraries and other community anchors.

Magellan was once again hired in 2018 to develop a new Business Plan for FiberNet, and is currently working to develop a Fiber P3 with a network solutions provider.

City of Clermont, FL - Project: Feasibility Study, Network Implementation & Standup
Contact: Don Dennis| Title: Information Technology Director |Office: 352-241-7377 |Email: ddennis@clermontfl.org
Magellan Advisors completed a Broadband Plan in 2013 with the intent to replace existing carrier services with a City owned fiber-optic network. Magellan's staff assisted the City in all Enterprise Network Architecture and Design, as well as Project Management/Construction Management of its current City-wide fiber-optic backbone network including routing, switching, firewalls and network security appliances, SCADA, and public safety. Magellan worked closely with the City's IT team to migrate all City sites to the fiber network in 2014.

Magellan Advisors was engaged by the City of Clermont to design a WiFi System to be deployed throughout the downtown and waterfront trails. The design culminated in 65 WiFi access points (APs) being required to support roaming clients, Smart City devices like cameras and sensors, and to provide commercial WiFi access to events and other community functions. Further, the City opted to include data analytics components to track visitor usage and to provide advertising opportunities for local businesses.

Project Team

Kyle Hollifield: Executive Vice President

Kyle Hollifield is a 35-year veteran of the telecommunications industry serving in senior management positions with Alcatel and Standard Telephone and Cable, the first company to deploy under ocean fiber optics from Europe to North America. Kyle most recently has held the position of Vice President of Business Development and Marketing at Bristol Virginia Utilities Authority (BVU), while managing the FOCUS division providing consulting services to other communities wishing to build or improve high speed broadband networks. Kyle has served on the Board of Directors of The North American Fiber to the Home Council, most recently as Chairman of the Board of Directors. Kyle also serves as Vice-Chair of Broadband Communities Magazine and has made many presentations on broadband policy and opportunities to the FCC, RUS, NTIA, NATOA, APPA, National League of Cities, Rural Telecom Cooperative, FTTH, Broadband Communities and NCTC. Kyle holds degrees from the University of Tennessee in Business and Marketing.

Greg Laudeman: Project Manager

Greg Laudeman is a leader in innovative, talent and technology-based economic development strategy, research, and implementation. He is the Executive & Founder of Eduity, LLC, which provides talent- and technology-based economic development services, and is applying social media to transform workforce planning and development. Greg's diverse experience as an analyst, communicator, facilitator, and organizer has always focused on how technology can make communities and organizations more competitive, innovative, and productive. For over a decade Greg led community technology outreach efforts for the Georgia Tech Enterprise Innovation Institute. Greg has a doctorate in Learning and Leadership from the University of Tennessee at Chattanooga, has master degrees in Public Policy from Georgia Tech and Telecommunications from Michigan State, and a bachelor degree in Mass Communication from UTC.

Jessica Zufolo: Vice President of Rural Broadband Strategy

Jessica joins Magellan after serving in various senior leadership roles throughout federal government and non-profit sectors for over 20 years. Prior to joining Magellan, Jessica served for over five years as the Senior Advisor for Strategic Partnerships for the Lifeline Division at the Universal Service Administrative Company (USAC) where she managed all state, federal and tribal engagement that led to the establishment of the Lifeline National Eligibility Verifier. Prior to her tenure at USAC, Jessica was appointed by former President Barack Obama to serve as the Deputy Administrator for the Rural Utilities Service (RUS) at the U.S. Department of Agriculture (USDA) where she helped oversee a $65 billion federal loan and grant portfolio that finances water systems telecommunications and broadband networks, precision agriculture, electric utility, smart grid and renewable energy projects in rural and tribal communities. Jessica also served as the Legislative Director for the National Association of Regulatory Utility Commissioners (NARUC) where she was responsible for developing legislative strategy for all 50 state public service commissions involving telecommunications, technology, consumer protection and water. Early in her distinguished career, Jessica worked on Capitol Hill for eight years overseeing telecommunications and energy policy for the late New York Senator Daniel Patrick Moynihan, Senator Charles E. Schumer of New York and Representative Peter A. Defazio of Oregon. Jessica earned her MBA with Honors from the University of North Carolina at Chapel Hill and a BA in military history and political science from the University of Colorado in Boulder.

Mike Johnson: Senior Consultant

Mike has over 30 years of extensive experience in wireless communications and broadband data network design. He uses his extensive history and knowledge to assist clients in accomplishing project planning and deliverable essential to deploying successful communications and data systems. His strengths include program management, requirements gathering, field test engineering, equipment evaluation, engineering management, and analyzing complex design conceptions. He has also designed wireless broadband equipment for Point to Point, Point to Multipoint and Mesh Radio Networks. Mike holds 4 patents on spectrum sensing, channel coordination, and dynamic location information. He also has current certifications in FTTx architecture, Fiber Plug and Play modules, and FTTx link budgets. Mike holds a Bachelor of Science in Electrical Engineering from the University of Florida.

Mark Lane: Senior Technical Consultant

Mark Lane has over 30 years of experience in enterprise IT, carrier network operations, and technology consulting. While serving as CTO for Bristol Virginia Utilities OptiNet, he helped provide the strategic direction and practical implementation responsible for their fiber-to-the-premise (FTTP) network build-out and broadband service deployment for eight counties in Southwest, VA. His vision and leadership contributed to Bristol, VA being selected as an Intelligent Community Forum Top 7 Intelligent City in 2009. Mark received a bachelor's in computer science from the University of Tennessee.

Matthew Southwell: Associate Project Manager – Design

Matthew Southwell has over 13 years in the telecommunications field. Matthew's career began as a U.S Army Sergeant where he worked on tactical communication systems, Sat-Com radio systems, and deploying weekly COMSEC key changes OTAR (Over the Air Rekeying) with newly deployed radio systems during two Operation Enduring Freedom deployments. Matthew's private sector work includes work with a Motorola radio distributor and contractor where he supported many Federal, State, and local County entities to include: Department of Homeland Security, Immigration and Customs Enforcement, Drug Enforcement Administration, Florida Highway Patrol, Greater Orlando Airport Authority, Orange County Sheriff's Office, and the Lake County Sheriff's Office. Matthew joined Magellan Advisors in 2016 as a telecommunication analyst where he has contributed his knowledge and technical expertise to over 65 broadband projects. Matthew's current role within Magellan includes analysis of client GIS data and mapping, creating conceptual network designs and costing estimates for future fiber builds. Matthew is a Certified Fiber to the Home Professional (CFHP) and holds a Business Management Degree with High Honors from Keiser University in Orlando, FL.

David Brevitz: Senior Consultant – Policy & Regulatory

David has decades of experience in the telecommunications industry from an extensive array of telecommunications engagements in the U.S. and internationally. This experience provides depth and capability in the subjects of broadband trends and planning, market analysis and surveillance, telecommunications stakeholder engagement, wireless and wireless broadband trends and developments, industry financial reporting and analysis, telecommunications company operations, back office systems and business plans, interconnection and unbundled network element pricing, telecommunications service costing and universal service goals and objectives.

Gillian Violette Ed.D.: Research Analyst

Gillian has over a decade of experience working in business management and sales in fields of pharmaceuticals, hospitality, insurance, and training and development. She has experience in managing human resource related functions, staffing, and project management. Gillian joined the Magellan team in the capacity of research, publication, and quality assurance in reporting. She holds a doctoral degree in Educational Leadership where her research focus was related to broadband Internet in K-12 schools and the digital divide, an MBA in Business Administration, and a BS in Business with a minor in Human Resources.

5. Detailed work plan to include:

PROJECT TIMELINE

*Deliverable ■ Milestone

Description	Estimated Hours	Week							
		1	2	3	4	5	6	7	8
A. Current Assessment and Market Demand	420								
Competitive Market Assessment & Survey									
Needs Assessment				■					
B. Technology Options	180				*				
Business Models									
C. Partnership Options	160								
D. Financing and Legal Considerations	200								
Regulatory Review								*	
Funding								*	
Final Report and Presentation									■

Our team will conduct a formal kick-off meeting and meet with the County Project team on a biweekly basis ensuring at least three status meetings throughout the entirety of the project.

Project Management Approach

Magellan Advisors is structured with dedicated project teams, supporting our clients and projects across North America. We have dedicated consulting teams in Florida, Texas, California and Tennessee, as well as an EPC (engineer, procure, construct) team located in our Orlando, FL and Kansas City, MO offices. Our engagements are managed and structured so that our support teams are multi-tasking, delivering data sets and relevant analysis to the core project team – this includes all aspects of market analysis, mapping/GIS, network design and costing, regulatory/legal, etc. We operate multiple tools to support our projects, including a Project Management portal for daily task management and project reporting. We have adequate project resources to undertake the Escambia engagement at this point in time.

Magellan's team will work closely with the Escambia Steering Committee. We believe the project is a partnership between Magellan and the County in order to develop the best plan for your community. We will engage regularly on our project management platforms as well as our bi-weekly project status calls throughout the duration of the project.

Magellan knows that projects can encounter issues that can cause delays. Many times these are due to lack of access to data and/or lack of engagement and leadership from the client. Communities that are successful creating broadband strategy and networks are prepared to share data, plan alongside our team, connect our consultants with important community anchors and community groups through introductions and engage with Magellan throughout the project.

Project-based responsibility includes:

- Kyle Hollifield – Project Lead
- Greg Laudeman – Project Management
- Jessica Zufolo – Grants Subject Matter Expert
- Mike Johnson – Wireless Subject Matter Expert
- Mark Lane – Technical Subject Matter Expert
- Matthew Southwell – GIS Technician
- Gillian Violette – Project Analyst/Support

Cost Estimate

The total cost to Escambia County for the Broadband Study is a $187,200. Includes all work to be completed by Magellan as stated in this proposal and travel costs.

Magellan will bill in two (2) equal amounts of $93,600. Invoices are payable on net 30 terms from the date of invoice.

Magellan Advisors commits to working closely with the Steering Committee and County Board to ensure a thorough study.

Task	Hourly Price	Estimated Hours	Estimated Costs
Current assessment and market demand	$195	420	$81,900
Technology options	$195	180	$35,100
Partnership options	$195	160	$31,200
Financing and Legal Considerations	$195	200	$39,000
Total Not to Exceed		**960**	**$187,200**

ROLES and RATES	
Role	**Rate**
Project Executive	$195/hour
Project Manager	$195/hour
Management Analyst	$195/hour
Technical Consultant	$195/hour
Project Support	$195/hour
Project Support	$195/hour
Project Support	$195/hour
Project Support	$195/hour
Professional Engineer	$210/hour
Project Support	$195/hour

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSAL

ESCAMBIA COUNTY BROADBAND STUDY

Solicitation Identification Number PD 18-19.095

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

PROPOSALS WILL BE RECEIVED UNTIL: **2:00 PM CDT, October 20, 2020** **Bid Delivery/Courier Address:** **213 Palafox Place** **Second Floor, Matt Langley Bell, III Building** **Pensacola, FL 32502** **OR Upload Via Vendor Registry** **Bid Opening Audio & Video: Click Here** **Bid Opening Audio Only: (863) 333-5817** **Conference ID: 677 292 764#**	**Pre-Solicitation Conference:** **There will be no Pre-Solicitation Conference** **Questions must be received on or before 5:00 p.m., CDT, October 7, 2020**

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
T: 850.595.4918
e-mail: prnobles@myescambia.com

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
ESCAMBIA COUNTY BROADBAND STUDY
SPECIFICATION PD 18-19.095

HOW TO SUBMIT YOUR PROPOSAL:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late proposals will be returned unopened.

**** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents***

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- Proposal
  - Technical (as described beginning on page 11)
  - Fee Proposal (as described beginning on page 13)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:

- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements" (pg 4)
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes (pgs 17 & 18)
- Drug-Free Workplace Form (pg 19)
- Information Sheet for Transactions and Conveyances Corporate Identification (pgs 20 & 21)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- Placed your proposal with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- Certificate of Insurance

HOW TO SUBMIT A NO PROPOSAL:

- If you do not wish to propose at this time, please remove the solicitation, offer and award form from the proposal solicitation package and enter no proposal in the **"REASON FOR NO PROPOSAL"** block, your company's name, address, signature, and return the solicitation, offer and award form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This Form Is For Your Convenience To Assist In Filling Out Your Proposal Only.

Do Not Return With Your Proposal

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Request for Proposals - Title Page
- Proposers Checklist i
- Table of Contents ii
- General Terms and Conditions (By Reference) 1
- Special Terms and Conditions (Including Indemnification, Safety and Insurance) 3

Part I Summary 9

Part II General Information 9
2-1 Purpose 9
2-2 Objective 9
2-3 Requirements 10
2-4 Issuing Officer 10
2-5 Rejection 10
2-6 Inquiries 10
2-7 Addenda 10
2-8 Schedule 11
2-9 Proposal Format and Signature 11
2-10 Disclosures 11
2-11 Method of Payment 11

Part III Information Required from Contractors 11
3-1 Technical Proposal 11
3-2 Fee Proposal 13

Part IV Criteria for Selection 13

Part V Scope of Work 13

- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes 17
- Drug-Free Workplace Form 19
- Information Sheet for Transactions and Conveyances and Corporate Identification 20

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (http://myescambia.com/business/uniform-contract-format), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
   - 5.01 **Taxes**
   - 5.02 **Discounts**
   - 5.03 **Mistakes**
   - 5.04 **Condition and Packaging**
   - 5.05 **Safety Standards**
   - 5.06 **Invoicing and Payment**
   - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
   - 9.01 **County Procedure on Acceptance of Gifts**
   - 9.02 **Contractors Required to Disclose any Gift Giving**
   - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

22. **Facilities**
23. **Distribution of Certification of Contract**
24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in
    Florida go to the Department of State, Division of Corporations,
    URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s)

Instructions to Offerors

1. **General Information**

   All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

   Specification Number PD 18-19.095, Escambia County Broadband Study, Name of Submitting Firm, Time and Date due.

   Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

   Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

   The following policy will apply to all methods of source selection:

2. **CONDUCT OF PARTICIPANTS**

   After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT**

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

4. **AWARD**

Award shall be made on an "all-or-none total" basis.

3. **COUNTY INSURANCE REQUIRED**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best

Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Purchasing Manager
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

4. **INDEMNIFICATION**

Contractor agrees to save harmless, indemnify, and defend County and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County

by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

5. **TERMINATION**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

6. **TERMINATION (PUBLIC RECORDS REQUEST)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

PART I SUMMARY

Escambia County is seeking proposals for a broadband feasibility/engineering study. The purpose of this RFP is to provide the County with the information needed to analyze, select and implement the best solutions to improve broadband connectivity across our entire county so that our network(s) are an asset for community and economic development. The County recognizes reaching our goal may require a mix of technologies and phased build-out plans. Flexibility, ingenuity, and innovation along with a cohesiveness in design will be necessary to reach the ultimate goal of digitally connecting the County's entities through a world-class, next generation network.

Our vision:
All Escambia County residents will be able to use convenient, affordable world-class broadband networks that enable us to survive and thrive in our communities and across the globe.

To achieve this vision, we seek the best path to a ubiquitous broadband network that is ultimately scalable to one Gigabit to homes, businesses and anchor institutions recognizing that this may require a 40 Gigabit or 100 Gigabit backbone. We recognize that there are a variety of models that could be used to achieve our vision and we are open to all of them, including incenting private sector investment, engaging in a public-private partnership, forming a new cooperative or operating as a government utility.

We expect this to be highly interactive and iterative process, with excellent and ongoing communications between the selected vendor and the steering committee so that at the end of the study process, the committee clearly understands the best alternatives for moving forward to achieve the vision.

PART II GENERAL INFORMATION

2-1 PURPOSE

The Board of County Commissioners of Escambia County are seeking proposals from qualified firms relating to provide the County with the information needed to analyze, select and implement the best solutions to improve broadband connectivity across our entire county so that our network(s) are an asset for community and economic development.

2-2 OBJECTIVE

The primary objective of this Request for Proposal (RFP) is the potential selection of the most qualified firm to provide the best path to a ubiquitous broadband network that is ultimately scalable to one Gigabit to homes, businesses and anchor institutions recognizing that this may require a 10 Gigabit backbone.

2-3 REQUIREMENTS

The firm must be available to meet with and advise County staff and the Board of County Commissioners in Escambia County. The firm must also be available to appear at meetings of the Board of County Commissioners on a periodic basis.

The firm must possess a demonstrated ability, knowledge and expertise related to county wide broadband. The firm should also have sufficient knowledge and experience in all matters relevant to the requirements of local governmental entities.

The firm must submit a proposal meeting all requirements of this RFP, and the proposal must be complete and accurate in all respects.

2-4 ISSUING OFFICER

The project Director shall be the County Administrator. The liaison officer shall be Bart Siders, Director, Information Resources. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

2-5 CONTRACT CONSIDERATION

The services solicited through this RFP have yet to be fully defined, and the term of any resulting agreement will be subject to negotiation. This solicitation is intended to be non-binding and the County reserves the right to withdraw, cancel, or postpone the solicitation at any time prior to award.

2-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

2-6 INQUIRIES

All questions regarding this RFP shall be directed to Paul Nobles, Purchasing Manager, (850) 595-4918.

2-7 ADDENDA

Any changes made in the RFP shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

2-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	September 28, 2020
Final Date for Questions	5:00 p.m., CDT, October 7, 2020
Date for Responses to Questions	October 12, 2020
Receipt of proposals	2:00 p.m. CDT, October 20, 2020
Proposal Review Meeting	10:00 a.m., CDT, October 27, 2020
Discussions / Selection Meeting	1:00-4:00 p.m., CST, November 6, 2020
Negotiations Meeting, if required	1:30 p.m., CST, November 10, 2020
Board of County Commissioners approval	December 10, 2020

2-9 PROPOSAL FORMAT AND SIGNATURE

All proposals shall be submitted through Vendor Registry. No hard copies will be accepted. Response shall be a single PDF. Multiple PDF's shall not be accepted.

2-10 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record and shall be subject to disclosure in accordance with Chapter 119, Florida Statutes.

2-11 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART III INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

3-1 TECHNICAL PROPOSAL

The following will be considered minimal contents of the proposal. Limit proposal to 10 pages.

1. Provide a restatement of the goals, objectives and project tasks to demonstrate the responder's view of the project and your approach to this project. Please reference the **Study/Report Requirements: Sections A – D** in your responses.

2. Provide on your background and experience in the following areas:

   a. Network: Outline the direct knowledge and experience your company

has regarding broadband solutions.

b. Financial: Describe direct experience and knowledge your company has creating and analyzing financial plans and models including capital requirements, operational pro formas, and financing options.
c. Regulatory/Legal: Describe any direct experience and knowledge your company has in analyzing and interpreting the regulatory and legal landscape and providing analysis and guidance on these issues as they pertain to the various options contained in the proposal.
d. Services: Describe any direct experience and knowledge your company has in providing community and business community analysis and guidance surrounding broadband services.
e. Project Management: Outline your company's direct knowledge and experience with structured project management.
f. Partnerships: Share your company's experience in working with state and local governments and public-private sector collaborations.

3. Conflicts of Interest: Provide any information on prospective conflicts of interests, including existing or financial relations with equipment vendors, ISPs or other firms.

4. References: Include at least three references from previous similar projects.

   Identify key personnel who will conduct the project and provide detail of their training and work experience. No change in key personnel assigned to the project will be allowed without the approval of the local project team. Address experience in working with rural communities, schools and townships in regard to this type of study.

   Note: Subcontractors working for the contractor must meet all the requirements of the Request for Proposal (RFP) and any contract between the contractor and the subcontractor must include all contract terms agreed to between the County and the successful contractor.

5. Detailed work plan to include:

   a. Tasks to be accomplished and the budget hours to be expended for each task and subtask. (This will be used as a work plan and managing tool for basis of invoicing.)
   b. Identify project timeline with deliverables and key milestones.
   c. Provide detail regarding local involvement and services expected to complete the project. A minimum of 3 status meetings are to be contained in the work plan in addition to any data collection or input/review meetings.
   d. Outline the project management approach that your company will employ to execute this project and identify individual(s) responsible for

the various areas in the outline.

e. Identify areas of risk for the project based on the contractors detailed work plan and schedule for all aspects of the project including but not limited to financial, construction, legal, product availability, environmental and archaeological.
f. Provide detailed cost estimate of the study, including known project expenses, professional hourly rates and multipliers and estimated service/task hours with a "Not to Exceed" cap. Other ancillary expenses related to the completion of the study will be discussed on a case-by-case basis.
g. Commit to working closely with Steering Committee and County Board.

3-2 FEE PROPOSAL

Escambia County is anticipating a lump sum proposal fee proposal. Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

PART IV CRITERIA FOR SELECTION

Experience and qualifications of the vendor and personnel assigned to this project	30%
Clear understanding of this project	15%
Clear technical proficiency for the mix of technologies and cohesiveness of the network proposed	25%
Project work plan and timeline	10%
Work experience in small and rural communities including counties, cities and townships	10%
Fee Proposal	10%

PART V SCOPE OF WORK

Description of Escambia County

Key geographic and demographic info:

453 population per square mile (2010)

69% white, 23% black, 8% other

Road Miles:

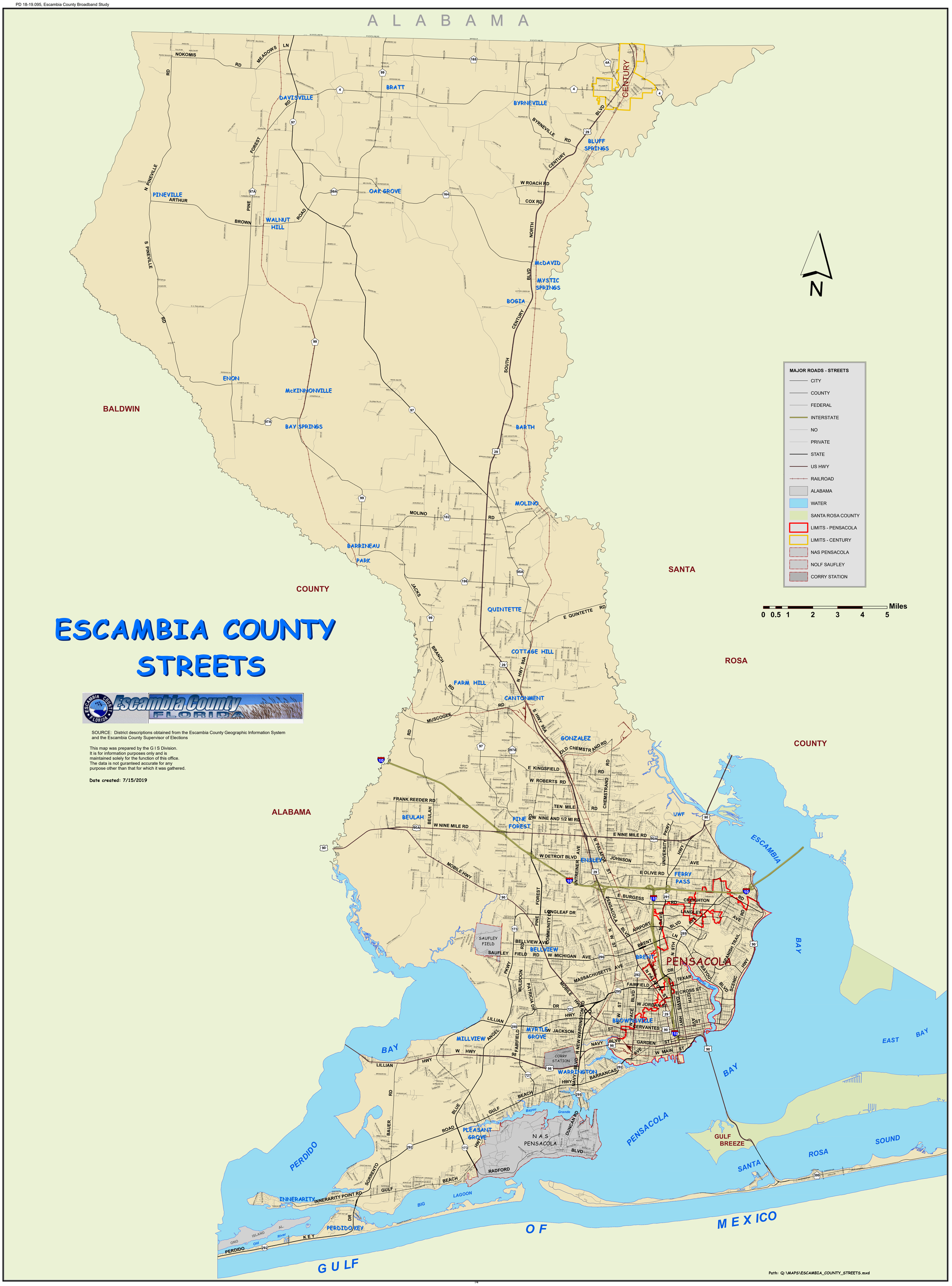
2,789 miles

Average population density:

318,316 population estimates as of July, 2019

A map of the county is attached.

ESCAMBIA COUNTY STREETS



SOURCE: District descriptions obtained from the Escambia County Geographic Information System and the Escambia County Supervisor of Elections

This map was prepared by the G I S Division.
It is for information purposes only and is
maintained solely for the function of this office.
The data is not guranteed accurate for any
purpose other than that for which it was gathered.

Date created: 7/15/2019

Path: Q:\MAPS\ESCAMBIA_COUNTY_STREETS.mxd

County Contributions to the Feasibility Study project

To support the selected vendor, the county will, at a minimum, provide the following:

- Recruitment of a project steering team
- Recruitment of focus group participants
- Access to County GIS data
- Access to historical County Permit Data
- Other public information as needed

Reporting Requirements

This section outlines the study and report requirements.

Section A – Current assessment and market demand

- Review of the competitive environment
  - Complete an inventory of existing fiber networks within the county, including ownership and availability for use by other network providers.
  - Provide an overview of current broadband providers' services, pricing strategies and coverage area. To the extent possible, determine and analyze the investment and deployment plans of incumbent providers.
  - Map the location of existing fiber and broadband-related electronics and available broadband speeds available by provider. This information should be provided in a format usable by the County GIS systems.
  - Provide an assessment of the services available to our existing and prospective businesses and how that impacts our economic development efforts.

- Provide a market study to establish a likely market penetration rate and clarify which benefits from a new countywide network might be most important to the residents and businesses. Include information from the following sources
  - Available market and census data
  - Local random sample countywide survey of residents and businesses
  - Focus groups of key constituencies
  - Include a sample survey your firm has used for similar project and the resulting report as an appendix of your proposal

Section B – Technology options

- Determine the best technology path for our county
  - What are the broadband capacities and considerations that are necessary now and in the future that will enable our county to be

economically competitive? What technologies can provide broadband services at those speeds?
  - What are the technologies best suited to the various areas of the County based on geography and demographics?
  - What opportunities exist to provide a protected-ring fiber network that would connect businesses and anchor institutions such as schools, libraries, hospitals, public safety, cities, institutions of higher education and community support organizations?

- Options for services provision to include:
  - Mix of technologies and phased build out plans with multiple platforms scalable to 1 gigabit and include wireless, fiber, ARMER towers, cable, etc.
  - Options should include scenarios using what already exists within the County, with a service level range of 25/10 - 1Gb/50 MBPS to the home/business.
  - Business models and pro forma to be analyzed to include but not be limited to:
    a) Build on existing networks: Options to combine or collaborate with existing providers to provide middle and last mile coverage to the underserved and unserved, with special emphasis on leveraging CAF2 dollars (Connect America Fund Phase II through the FCC. Companies that accepted CAF Phase II support have six years to plan and offer broadband to consumers. Price cap carriers that accepted CAF Phase II support must complete their deployment by the end of 2020.).
    b) Create new networks:
       1. Open Access: The County would finance and contract to build the network and invite other service providers to contract to deliver services over the network.
       2. Proprietary Network:
          i. The County would build and operate the network, with or without private sector operating partners
          ii. The County would incent a private sector partner, including existing cooperatives, the creation of a new cooperative, or other entity to invest, build and operate a network by using development powers as necessary.
       3. Other options that might involve multiple local entities or other scenarios as contractor sees appropriate.

- Conduct pre-engineering study(s) at sufficient depth to estimate costs and approximate implementation timeframes for full network implementation.
  - This evaluation should include an assessment of all available mainstream high-speed technologies either alone or in combination and include an assessment and consideration of both

Fiber to the Premise (FTTP) and wireless technologies. All parts, materials, and service proposed must be currently available on the market and in continuing production (no discontinued manufacturers or parts).
- Assessment of primary and redundant backhaul connection options between local network and the Internet.
- Define the proposed service area and create a conceptual fiber route and high level design to provide the greatest coverage, showing businesses and publicly owned facilities passed within ½ mile on both sides of the fiber route.
- Use algorithmic tools to combine the map data with historical cost data to provide an estimated cost to offer scalable broadband service for all options identified. Costs will be calculated by service area and anticipated route miles to determine capital costs for fiber optic mainline, access equipment, cell tower backhaul, routers, and switches. Costs should be all inclusive of any design, initial configuration and installation costs.

Section C – Partnership options

- Provide examples of who might be a prospective partner with a brief summary of how each relationship would function.
- What sectors, groups and individuals may help our county achieve the broadband goals? Please identify synergies and sharing opportunities that exist with providers and customers to include but not limited to:
  - ISP Providers, Telecoms, Cooperatives, Statewide telecom networks, Government entities, NGO's, K-12 and higher education, including library systems, Healthcare providers and the industry and business community

Section D – Financing and Legal Considerations

- Provide financing options to include, but not limited to general obligation bonds, revenue bond, public/private partnerships, USDA RUS, other state and federal funding and others where appropriate.
- Provide an assessment of legal requirements, risks and regulations relevant to the building or operation of a network and partnership arrangements.
- Prepare financial projections for at least two project scenarios as selected by the project steering team:
  - Options Identified
  - Operational Cash flow for expenditures
  - One Time and Recurring Capital Expenses
  - Business and technical expertise needed
  - Organizational support
  - Community Support

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

7. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

8. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **FloridaStatutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which Proposals or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
   d. Based on information and belief, the statement, which I have marked below, is true in

relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____
OR produced identification_____

_____
(Type of identification)

_____
Notary Public - State of_____

My commission expires_____

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Consultant shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

(850) 488-9000 Verified by:_____ Date:_____

(Revised 9/18/09)

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 30, 2020

To: All Known Prospective Proposers

ADDENDUM NUMBER 1:

Re: PD 19-20.095, Escambia County Broadband Feasibility Study

All:

Your firm recently received an Request for Proposals for the above-mentioned specification.

This Addendum Number 1 provides for:

2-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Meeting	Original	Revised
Mailing date of proposals	September 28, 2020	**No Change**
Final Date for Questions	5:00 p.m., CDT, October 7, 2020	**No Change**
Date for Responses to Questions	October 12, 2020	**No Change**
Receipt of proposals	2:00 p.m. CDT, October 20, 2020	**No Change**
Proposal Review Meeting	~~10:00 a.m., CDT, October 27, 2020~~	1:00 p.m., CDT, October 23, 2020
Discussions / Selection Meeting	~~1:00-4:00 p.m., CST, November 6, 2020~~	1:00 p.m., CDT, October 23, 2020
Negotiations Meeting, if required	~~1:30 p.m., CST, November 10, 2020~~	1:00 p.m., CDT, October 23, 2020
Board of County Commissioners approval	~~December 10, 2020~~	**November 17, 2020**

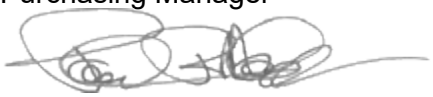
Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **November 17, 2020.**

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo-copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager



Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 8, 2020

To: All Known Prospective Proposers

ADDENDUM NUMBER 2:

Re: PD 19-20.095, Escambia County Broadband Feasibility Study

All:

Your firm recently received an Request for Proposals for the above-mentioned specification.

This Addendum Number 2 provides for:

Response to questions received:

1. How will the County assist in securing third party fiber network information (coverage area, asset routes, location of electronics, capacity, and conduit availability, and future investment/deployment plans)? Have any incumbents provided or agreed to provide this information to the County?
   Response: Our expectation is the selected vendor will perform this work. At this point no incumbents have agreed to provide this information.

2. What level of detail is expected for the GIS layers used to document the third-party fiber network?
   Response: Street Level

3. Is the County anticipating on-the-ground field surveys as part of the pre-engineering planning phase (vs. desktop GIS editing using available base map layers)?
   Response: No, GIS Mapping using base layer maps will be sufficient.

4. Please provide a list of the GIS layers that will be made available for this study.
   Response: County Boundary, Street Centerlines, Parcels, Right of Ways, Zoning, Points of Interest

5. What sample size is anticipated for the residential and business surveys?
   Response: Paul - Not sure? Would 10 percent work?

6. Is the County able to provide both phone numbers and email addresses for residents within the proposed service area for the purposes of conducting the survey?
   Response: No

7. Is the County able to recruit and set up both focus group and large business participants for qualitative research interviews?
   Response: We expect the selected vendor to perform this task.

8. What is the County's goal date to have this broadband study completed?
   Response: If we want to use CAREs money, 12/30/20.

9. How many households/businesses is the County looking to assume for the fee proposal for the broadband study? RFP Part V- Scope of Work mentions 318,316 population and US census data reflects 118,740 households in Escambia County.
   Response: Approximately 120,000 households / businesses.

10. RE: Required Documentation- Certificate of Authority to do Business from the State of Florida, if we have submitted an application to do business with Florida but not yet obtained it, is it possible to submit proof of application pending and notify the County when such approval is obtained?
    Response: Proof of application will be acceptable.

11. Can professional resumes and firm project profiles be included as an Appendix that will not count towards the technical proposal 10-page limit?
    Response: Yes, with a 10 page limit of resumes.

12. The title page and page i. mention hard copy options to include instructions for labeling the sealed envelope with submittal documents, but page 10 section 2-9 of the RFP indicates the all responses are required to be submitted electronically via the Vendor Registry portal. Please confirm the preferred / required submission option.
    Response: On the title page there is an "OR" for delivery. The County's preference is for electronic delivery. We are allowing the option.

13. What is the estimated budget for the requested scope of work?
    Response: The RFP's will be evaluated with cost being one of the variables.

14. What is the desired timeline for the project from contract execution to project closeout?
    Response: Project should be complete by 12/30/20

15. Is the County already engaged in any type consulting and/or engineering agreement related to broadband, technology, or city master planning?
    Response: No

16. Has the County investigated any needs or use cases for specific "smart city" or IoT applications?
    Response: No

17. Has the County deployed any "smart city" services or IoT application projects or programs?
    Response: No

18. Has the County pursued and/or been awarded any grants or funding dedicated to broadband development?
    Response: Not at this point.

19. Has the County performed or acquired data collection (LiDAR, or other) for any/all public RoW?
    Response: The County can provide a GIS Layer of Right of Ways

20. What GIS (CAD, PDF, or other) data can the city provide? What is the existing GIS software, and will any change need to be made?
    Response: County Boundary, Street Centerlines, Parcels, Right of Ways, Zoning, Points of Interest

21. Are there special GIS requirements for the City?
    Response: No

22. Has the County determined that it would prefer to solely own and operate and provide service, or is the County still open to other partnerships and business models?
    Response: The County is open to various solutions.

23. Would the County entertain coordinating or partnering with adjacent counties (in FL and/or AL)?
    Response: Yes, the County is open to various solutions.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo-copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager



Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: _____

ESCAMBIA COUNTY, FL - BROADBAND STUDY

Broadband Study

Solicitation Identification Number PD 18-19.095

Prepared for:
Paul R. Nobles
Purchasing Manager
850.595.4918
prnobles@myescambia.com

Prepared by: Kyle Hollifield
Magellan Advisors
Khollifield@magellan-advisors.com
276-591-6801
www.magellan-advsors.com

Magellan ADVISORS

Cover Letter

October 19, 2020
Paul R. Nobles
Purchasing Manager

Dear Mr. Nobles,

Magellan Advisors is pleased to submit our response to Escambia County's RFP for a Broadband Feasibility and Engineering Study. We applaud Escambia County's efforts to understand and improve the broadband environment in your community. Magellan believes local choice is crucial in determining what broadband services are provided to your community to ensure your citizens, businesses and community organizations receive the best possible services at affordable prices. Our mission at Magellan is to help you understand the range of options that will allow you to achieve this goal with a reliable, real-world assessment and strategies that are based on your community's needs. We provide honest, unbiased information to local governments that they can use to make informed decisions about what role they should play in broadband development within their communities.

Magellan provides professional consulting services to local governments that want to develop effective broadband strategies; strategies that are unique to their communities and are based on real-world and demonstrable success. We provide broadband planning and implementation services for local governments and public utilities across the US, assisting over 400 cities, counties and public utilities to develop and execute plans that improve local broadband.

We understand the challenges counties face in developing broadband strategies across their communities. Magellan has worked to develop plans for counties across the US that face similar challenges as Escambia County and understands how to accomplish effective planning across a diverse County of communities that range from several hundred to several thousand in population. Magellan assists county governments in creating actionable strategies to leverage existing infrastructure, develop strategic partnerships, create successful broadband policies and identify smart city investments to enhance municipal operation, businesses, education, healthcare and quality of life for all citizens in Escambia County. Magellan Advisors is a Florida based firm with local offices in Miami, Palm Beach and Orlando. Magellan has worked with local communities across Florida for the past 16 years. We have worked with the communities of Martin County, Palm Beach County, Charlotte County, Seminole County, and the cities of Jupiter, Palm Beach Gardens, Ft Lauderdale, Sunrise, Bartow, Lakeland, Winter Haven and others in engagements with similar goals outlined in this project.

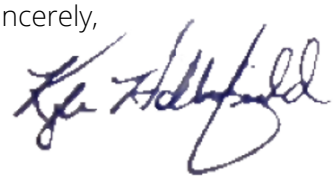
As every community is unique, our goal is to deliver individually tailored strategies and guidance to you. We will work extensively with your steering committee, municipal staff and departments in your communities to understand how your organization can best approach broadband issues, using your unique capabilities and strengths. We strive for a deep understanding of your community's broadband issues, needs and opportunities through extensive stakeholder outreach with community leaders, businesses and citizens.

Our real-world experience designing, building and operating these networks allows us to customize them specifically to support municipal, utility and smart city needs. We complement these designs with full cost estimates and financial plans that detail the revenues and costs generated by the network, based on actual data from active broadband networks.

We believe that broadband consultants are only as good as the results they produce in their clients' communities. Through our work, we've helped municipalities enhance their communities with leading edge broadband services. We understand that Escambia County is at a critical point where you need a clear and detailed understanding of your options to support your community's broadband needs. At this crossroads, you need to weigh the many cost/benefit scenarios and decide which path forward is best for the County, organizationally, financially and operationally. Magellan is prepared to help you through this complex process to evaluate the feasible options to support your decision-making process around broadband expansion.

If you have any questions or we can be of assistance in any way, please feel free to contact me with any questions or comments. You can reach me directly at 276-591-6801 or Khollifield@magellan-advisors.com.

Sincerely,



Kyle Hollifield
Executive VP, Magellan Advisors

TECHNICAL PROPOSAL

Section A – Current Assessment and Market Demand

Competitive Market Assessment

Magellan will work with the County to determine the current broadband environment, including updated maps of broadband availability, speeds and providers. The competitive market assessment will determine the services that are available, providers, service level, pricing, and access. We will document all publicly owned and privately-owned networks in the communities and build a comprehensive GIS-based broadband map to illustrate how the County is served by broadband and what providers currently serve the market. We will include details on all download and upload capacity and inventory on all physical transport. Through our survey tool we will provide speed testing tools so that residents, community anchors and businesses can report ACTUAL SPEEDS and experiences, versus what is advertised on providers' websites.

We will provide you with a graphical and visual representation of the current market, based on the survey and data collected for the market. This graphical representation will give you unique and valuable data on the actual broadband market in Escambia so you can understand the following:

1. Actual speeds that residents, anchors and businesses are receiving
2. Actual pricing that residents, anchors and businesses pay for services
3. Territories for providers operating in each community
4. Customer satisfaction levels with broadband providers
5. Key issues that impact customers across the County
6. Identify Underserved and Unserved areas

Magellan will then use this information to measure current and future demand for broadband services for the County using a combination of market research and survey tools, interviews and focus groups with local stakeholders and data collected across the community.

Needs Assessment

This assessment will first evaluate the County's needs for current and future broadband infrastructure. We will help you assess the benefits gained by equipping your infrastructure assets with fiber and wireless connectivity to support many growing municipal and community needs. Magellan will help you determine the broadband needs of the community, including small businesses, large businesses, enterprises, community anchors and residents. We believe that you should gain a fundamental understanding of demand for broadband services in the County, levels of digital literacy among users, and perceived value of service to determine the overall level of need today and in the future. This demand is a key driver of the overall business model and financial sustainability of a potential project. In other projects, Magellan has been able to aggregate demand from these stakeholder groups to support overall feasibility of proposed broadband networks. We will work with you to organize the best way to assess needs and identify demand in the community. This process generally involves outreach with stakeholder groups to learn about specific broadband and technology needs and an online survey. The outreach may include:

Public/Municipal Outreach: We believe that stakeholder involvement is critical to the success of these projects, and with assistance from the County, we will work to establish an interview schedule for municipal leaders across the County including IT, public works, finance and leadership as well as other important department leaders throughout the County and its communities..

Private Providers: To receive the most accurate and updated information Magellan will reach out to the private retail providers operating in Escambia County to be included in stakeholder outreach discussions. Since service providers are a critical part of the broadband environment in Escambia it is important to engage them early in the planning process. Magellan will hold one-on-one interviews with providers allowing them to share information on their current network, expansion and upgrade plans and willingness to partner with the County to better serve its communities.

Anchors and Enterprise Businesses: Engaging stakeholders is an imperative step to understand their actual needs, particularly among your large broadband users, including schools, hospitals, regional government organizations and large enterprise businesses. We suggest scheduling one-on-one and group meetings with these stakeholders so we can understand their existing broadband services and future needs. This will help us identify key points through the County that require high-speed broadband infrastructure. We believe in-person meetings are most effective and we would plan on holding hour-long meetings with each of your key stakeholders.

Businesses: Magellan will conduct outreach with business associations, chambers of commerce and other business and economic development stakeholders in the region. Due to the size of the County, we recommend conducting focus groups with small and medium businesses that are representative of the greater Escambia County business community. We'll work with you to determine what parameters are important in this outreach to ensure your business community is well represented in the project. Magellan's survey campaign will be released to all businesses in Escambia County through the appropriate channels to be decided upon between the County's team and Magellan. Many times, this includes assistance from chambers of commerce and business associations.

Magellan will use the data collected from all outreach meetings and surveys to compile a "state of broadband" in Escambia County. We believe that this data is essential to start the project off successfully. Magellan will depend on the assistance and participation of Escambia County's team to achieve effective meetings and statistically valid results. Sample survey included as an appendix to this RFP.

Section B – Technology Options

Magellan's Engineering, Procurement and Construction (EPC) group, located in our Kansas City office, will work collaboratively to develop a pre-engineering design of an initial fiber "community" layout using the County's current infrastructure including site priorities. We will present various options from which the County can comment and will work to develop various versions until we have consensus on the best approach, and fiber routing diagram. We will identify all sites to be connected and will include all proposed fiber and/or wireless routes (both backbone, distribution and laterals). We will outline all infrastructure required, including technical specifications, capacity plan, build plan and schematic diagrams.

The design will focus on best opportunities to leverage and connect with networks created with federal funding including CAFII, RDOF, and other publicly funded networks including E-Rate, BTOP and more. We will also investigate recent CBRS recipients to see if any alignment can be created with awardees for backhaul and possibly last mile connections.

We will also generate an initial bill of material (BOM) to support this engagement, and network cost estimating requirements. All systems designs will be provided to Escambia County in ESRI shapefile, and/or Google Earth KMZ formats. Magellan will incorporate and confirm the information already collected by the County and the individual communities in regard to opportunities.

Magellan understands that wireless may be an important element especially for last mile opportunities. Magellan will identify various wireless technologies which could support wireless connections for Smart City and other future

IoT initiatives. This will include identifying potential Wireless gateway/collector locations which could ideally be placed throughout the County, and the connectivity requirements for appropriate fiber backhaul. We will analyze existing vertical assets within the four communities' inventory to inform this Broadband Study.

Business Models

We will help Escambia County analyze a range of business model options in the framework of financial, operational, and organizational requirements to determine which models are a "best fit" for the County, have the greatest chance of success, and will be the most financially sustainable.

Magellan will work with the County to define the range of business model options to evaluate for expanded fiber deployment, which may include the following:

- Open Access
- Wholesale dark fiber and/or services in partnership with telecommunications providers
- Retail services to a range of customer segments, which may include anchors, businesses and/or residential
- Partnership models with existing broadband providers or other public utilities in the region
- Others to be determined.

Magellan will evaluate the current financial and budgetary environment for the network. We believe that Escambia County's decision-making process for a network expansion needs to include financial analysis of the proposed hardware solution and the operational costs that the County will incur in deploying the selected solution. These operational costs include more than equipment service contracts; the selected solution will have financial impacts across many aspects of County operations. We want to make sure these are evaluated so the County understands all financial impacts to the organization.

Section C – Partnership options

Magellan assists communities in developing public-private partnerships that achieve the communities' goals. We help local governments use their public-sector capabilities and assets to attract broadband partners to deploy Gigabit Internet and other leading services to citizens and businesses. Through our deep industry contacts and experience, we help communities find the right providers to deliver the services they need. Magellan will assist Escambia County in investigating the opportunities for public-private and public-public partnerships including the possibility of a mutually profitable partnership with other local municipalities. We will investigate all opportunities that the County could align with projects that have already been funded by public dollars as well as how these partnerships could be leveraged to attract more funding.

Some of the key questions that we will address in this section include:

- How will joint investment in broadband infrastructure be accomplished between the County and private sector organizations?
- What operational structures should be considered by the County and private sector organizations in use of Escambia's proposed infrastructure?
- How will Escambia County balance private sector goals of revenue growth and profitability with public goals of providing affordable and available broadband services across the County?
- How will future system expansion be handled between Escambia and private sector providers and what contributions will the parties make to this infrastructure?
- How will the County maintain neutrality and open interconnection policies with private sector providers, promoting a competitive environment that benefits Escambia County's broadband user base?

- How will an oversight and management board be structured, who will seat the board and what powers and responsibilities will the board have to the project?

Section D – Financing and Legal Considerations

Magellan proposes using our Broadband Financial Sustainability Model to ensure that Escambia County has a full understanding of the business and financial sustainability of various broadband initiatives. Using these tools will allow Escambia to evaluate different business models and make informed decisions on which are most adequate for the County and community – including environments that require no funding.

Our financial models have been specifically developed for broadband utilities and are very similar to electric utility rate studies. Our models are widely used tools to model feasibility and financial performance for over 50 municipal broadband providers. Magellan's financial modeling tools have been utilized to plan and manage broadband network investments for over $500 million in broadband projects nationwide.

Using our financial tools, we suggest using the following process to conduct the business model analysis and make recommendations. We would propose using a 20-year period to analyze the project:

1. Develop the cost model for the network, including one-time and ongoing capital expenditures to build the network.
2. Develop the cost model for operations, including O&M, network operations, field services, staffing, billing and customer service.
3. From the market analysis and outreach, determine the customer segmentation and growth on the network, across each type of customer (business, school, hospital, etc.).
4. Determine a proposed competitive rate schedule for potential services, using pricing information from the market analysis and benchmarking information.
5. Develop financial statements, pro-formas, depreciation schedules, and cash flows.
6. Conduct comprehensive financial analysis on the project to determine overall financial sustainability using key metrics such as free cash flow, debt service coverage, operating margin, and net income.
7. Use scenario analysis to evaluate different business models and determine which are feasible for Escambia County to consider.
8. Recommend the most feasible business model based on overall business and financial sustainability, community benefit, and long-term value to the Escambia community. This model will be designed to generate revenue for the County for a self-sustained broadband maintenance and development program. Our pro-formas will indicate the cost of resources both internally and externally, as estimated based on previous similar engagements.

Regulatory Review

Magellan's staff of experts maintains knowledge on the current and relevant direction of all aspects of broadband and fiber technology including legal, regulatory, and technical aspects. Using this expertise, Magellan will analyze and report on the current regulatory environment in the state of Florida and how it will impact Escambia County in developing a broadband network. Magellan has performed recent regulatory assessments for Florida communities including most recently Escambia County, the cities of Lakeland, Palm Coast, and Fort Lauderdale.

Funding

Magellan will also screen and identify feasible grant and loan programs for Escambia County, including rural and non-rural opportunities. Our analysis will look at the federal FCC, USAC, EDA, HUD and USDA programs as well as State of Florida programs that fund such projects. We will identify the program size, details, qualifications, requirements and other key information for the County to determine the opportunity to fund some of its service area with federal or state funds.

Based on the financial analysis, we will be able to provide the following information to the County to determine the best vehicles and organizational structures to be used for the project. Some of the areas we will analyze include:

- State and federal grant programs
- Joint build and joint contribution projects
- Organizational structures available, for profit, non-profit, economic development corporations, joint powers authorities and joint ventures
- Public/private contribution models
- Total amount of funding needed for the project
- Capital versus operational funding needed for the project
- Funding term, identifying short-term and long-term portions of funding
- Optimizing public and private funding sources

Experience

a. Network:

Magellan Advisors has been working with municipalities and regional organizations for the past 16 years to plan and design fiber and wireless broadband networks. We maintain a full team of designers and professional engineers that work alongside our senior consultants to plan the most effective and efficient broadband network designs. Our direct experience planning and implementing networks will ensure the County has a network that meets its needs now and in the future.

b. Financial:

Magellan's careful planning, design and financial modeling are the primary reasons why our clients have been successful in obtaining grants and federally subsidized loans, as well as private investment, but knowing how to raise capital and the sources of available capital is equally important. Magellan has assisted its clients in planning and support for bond issues, federally subsidized loan applications, federal and state grant applications, and development of private equity business plans. The company as a whole has raised over a billion in funding for fiber to the home projects and middle mile networks and will utilize our knowledge and experience to assist Escambia towards funding opportunities.

c. Regulatory/Legal:

We will analyze and report on the Florida regulatory environment and the impact to the County in developing its network for potential broadband services. Through our work with Escambia County, the City of Palm Coast, City of Lakeland and many others, we have a deep understanding of Florida state statutes.

d. Services:

Magellan's team has worked with over 400 communities to analyze business and community broadband needs and gaps. Our team has led the strategy for over 50 implemented community networks across the US and within

the state of Florida including the City of Clermont, City of Palm Coast, City of Jupiter, City of Lakeland, and City of Winter Haven.

e. Project Management:

For this project, Magellan will provide a solution of subject matter experts to complete quality deliverables for the project. Magellan will serve as the prime contractor for the municipality. Our consultants will provide all project management, specifications and construction administration. Magellan will provide core engineering services including fielding, surveying, boundary mapping and final design. Magellan's design team will manage essential specifications and ensure business objectives are achieved in the design while providing a layer of quality control and compliance management for the design. We have found that pooling our resources allows the experienced subject matter experts to each focus on their individual tasks and provides the highest quality deliverable for our clients.

Magellan's project team will meet on a bi-weekly basis with the County's project team to discuss the status of the project, major milestones and deliverables, and ensure alignment on project goals. Our team can also be available weekly or as needed to keep the project moving forward, due to tight time constraints. We will also be available to present our findings and recommendations to leadership as requested by the County.

f. Partnerships:

Magellan's team regularly works with communities to create public private partnerships that leverage community assets and networks to expand broadband in their communities. We understand that in order to create sustainable networks that partnerships between public and private agencies can be critical to the feasibility. We work with communities from feasibility through RFP release all the way through negotiation. Most recently Magellan developed a public private partnership with the South Bay Council of Governments in Los Angeles that connected 15 communities with a provider to create a regional network to drive economic development in the South Bay Cities.

3. Conflicts of Interest: Provide

Magellan Advisors has no conflicts of interest. We are a vendor neutral firm and do not partner with ISP's, equipment vendors or other broadband firms.

4. References:

Stark County, OH - Project: Broadband Feasibility Study

Contact: Victor Pavona |Title: Task Team Director | Phone: 330.244.3295 | Email: vpavona@cantonsbdc.org

In 2016, Magellan Advisors was contracted by the Stark County Broadband Task Team to develop a Broadband Feasibility Study. The study identified opportunities the County and its local partners could consider to begin making strategic investments in broadband infrastructure, as a way to reduce/control regional local governments telecommunications spend, in addition to providing new infrastructure for use by private sector providers. Magellan provided a detailed research and review of the County, its communities, digital divide, broadband penetration, demographic analysis and market study. Through new regional investments in middle-mile backbone networks, on-net data center facilities, and through smart public policy, Stark's communities can focus on options for directly building or incentivizing additional last-mile fiber buildout. The Stark County Broadband Task Team accepted the final plan in October 2016 and is working through the recommendations as we speak.

City of Palm Coast, Florida - Project: Fiber-to-the-Business Planning & Operations

Contact: Beau Falgout | Title: Assistant City Manager | Office: 386-986-3796 | Email: BFalgout@palmcoastgov.com

Magellan has maintained a long-standing client in the City of Palm Coast, for whom we have provided planning and management of the City's broadband services network. Magellan supported the buildout of FiberNet in 2005-2010 and has worked with the City over the years on planning initiatives.

Magellan provided all construction management, design, implementation, and operations for this network, which provides direct fiber-optic services to the City's business community and anchors. One hundred businesses are currently active on the network, ranging in speeds from 10Mbps to 10Gbps, as well as 16 schools, city and county offices, libraries and other community anchors.

Magellan was once again hired in 2018 to develop a new Business Plan for FiberNet, and is currently working to develop a Fiber P3 with a network solutions provider.

City of Clermont, FL - Project: Feasibility Study, Network Implementation & Standup
Contact: Don Dennis| Title: Information Technology Director |Office: 352-241-7377 |Email: ddennis@clermontfl.org
Magellan Advisors completed a Broadband Plan in 2013 with the intent to replace existing carrier services with a City owned fiber-optic network. Magellan's staff assisted the City in all Enterprise Network Architecture and Design, as well as Project Management/Construction Management of its current City-wide fiber-optic backbone network including routing, switching, firewalls and network security appliances, SCADA, and public safety. Magellan worked closely with the City's IT team to migrate all City sites to the fiber network in 2014.

Magellan Advisors was engaged by the City of Clermont to design a WiFi System to be deployed throughout the downtown and waterfront trails. The design culminated in 65 WiFi access points (APs) being required to support roaming clients, Smart City devices like cameras and sensors, and to provide commercial WiFi access to events and other community functions. Further, the City opted to include data analytics components to track visitor usage and to provide advertising opportunities for local businesses.

Project Team

Kyle Hollifield: Executive Vice President

Kyle Hollifield is a 35-year veteran of the telecommunications industry serving in senior management positions with Alcatel and Standard Telephone and Cable, the first company to deploy under ocean fiber optics from Europe to North America. Kyle most recently has held the position of Vice President of Business Development and Marketing at Bristol Virginia Utilities Authority (BVU), while managing the FOCUS division providing consulting services to other communities wishing to build or improve high speed broadband networks. Kyle has served on the Board of Directors of The North American Fiber to the Home Council, most recently as Chairman of the Board of Directors. Kyle also serves as Vice-Chair of Broadband Communities Magazine and has made many presentations on broadband policy and opportunities to the FCC, RUS, NTIA, NATOA, APPA, National League of Cities, Rural Telecom Cooperative, FTTH, Broadband Communities and NCTC. Kyle holds degrees from the University of Tennessee in Business and Marketing.

Greg Laudeman: Project Manager

Greg Laudeman is a leader in innovative, talent and technology-based economic development strategy, research, and implementation. He is the Executive & Founder of Eduity, LLC, which provides talent- and technology-based economic development services, and is applying social media to transform workforce planning and development. Greg's diverse experience as an analyst, communicator, facilitator, and organizer has always focused on how technology can make communities and organizations more competitive, innovative, and productive. For over a decade Greg led community technology outreach efforts for the Georgia Tech Enterprise Innovation Institute. Greg has a doctorate in Learning and Leadership from the University of Tennessee at Chattanooga, has master degrees in Public Policy from Georgia Tech and Telecommunications from Michigan State, and a bachelor degree in Mass Communication from UTC.

Jessica Zufolo: Vice President of Rural Broadband Strategy

Jessica joins Magellan after serving in various senior leadership roles throughout federal government and non-profit sectors for over 20 years. Prior to joining Magellan, Jessica served for over five years as the Senior Advisor for Strategic Partnerships for the Lifeline Division at the Universal Service Administrative Company (USAC) where she managed all state, federal and tribal engagement that led to the establishment of the Lifeline National Eligibility Verifier. Prior to her tenure at USAC, Jessica was appointed by former President Barack Obama to serve as the Deputy Administrator for the Rural Utilities Service (RUS) at the U.S. Department of Agriculture (USDA) where she helped oversee a $65 billion federal loan and grant portfolio that finances water systems telecommunications and broadband networks, precision agriculture, electric utility, smart grid and renewable energy projects in rural and tribal communities. Jessica also served as the Legislative Director for the National Association of Regulatory Utility Commissioners (NARUC) where she was responsible for developing legislative strategy for all 50 state public service commissions involving telecommunications, technology, consumer protection and water. Early in her distinguished career, Jessica worked on Capitol Hill for eight years overseeing telecommunications and energy policy for the late New York Senator Daniel Patrick Moynihan, Senator Charles E. Schumer of New York and Representative Peter A. Defazio of Oregon. Jessica earned her MBA with Honors from the University of North Carolina at Chapel Hill and a BA in military history and political science from the University of Colorado in Boulder.

Mike Johnson: Senior Consultant

Mike has over 30 years of extensive experience in wireless communications and broadband data network design. He uses his extensive history and knowledge to assist clients in accomplishing project planning and deliverable essential to deploying successful communications and data systems. His strengths include program management, requirements gathering, field test engineering, equipment evaluation, engineering management, and analyzing complex design conceptions. He has also designed wireless broadband equipment for Point to Point, Point to Multipoint and Mesh Radio Networks. Mike holds 4 patents on spectrum sensing, channel coordination, and dynamic location information. He also has current certifications in FTTx architecture, Fiber Plug and Play modules, and FTTx link budgets. Mike holds a Bachelor of Science in Electrical Engineering from the University of Florida.

Mark Lane: Senior Technical Consultant

Mark Lane has over 30 years of experience in enterprise IT, carrier network operations, and technology consulting. While serving as CTO for Bristol Virginia Utilities OptiNet, he helped provide the strategic direction and practical implementation responsible for their fiber-to-the-premise (FTTP) network build-out and broadband service deployment for eight counties in Southwest, VA. His vision and leadership contributed to Bristol, VA being selected as an Intelligent Community Forum Top 7 Intelligent City in 2009. Mark received a bachelor's in computer science from the University of Tennessee.

Matthew Southwell: Associate Project Manager – Design

Matthew Southwell has over 13 years in the telecommunications field. Matthew's career began as a U.S Army Sergeant where he worked on tactical communication systems, Sat-Com radio systems, and deploying weekly COMSEC key changes OTAR (Over the Air Rekeying) with newly deployed radio systems during two Operation Enduring Freedom deployments. Matthew's private sector work includes work with a Motorola radio distributor and contractor where he supported many Federal, State, and local County entities to include: Department of Homeland Security, Immigration and Customs Enforcement, Drug Enforcement Administration, Florida Highway Patrol, Greater Orlando Airport Authority, Orange County Sheriff's Office, and the Lake County Sheriff's Office. Matthew joined Magellan Advisors in 2016 as a telecommunication analyst where he has contributed his knowledge and technical expertise to over 65 broadband projects. Matthew's current role within Magellan includes analysis of client GIS data and mapping, creating conceptual network designs and costing estimates for future fiber builds. Matthew is a Certified Fiber to the Home Professional (CFHP) and holds a Business Management Degree with High Honors from Keiser University in Orlando, FL.

David Brevitz: Senior Consultant – Policy & Regulatory

David has decades of experience in the telecommunications industry from an extensive array of telecommunications engagements in the U.S. and internationally. This experience provides depth and capability in the subjects of broadband trends and planning, market analysis and surveillance, telecommunications stakeholder engagement, wireless and wireless broadband trends and developments, industry financial reporting and analysis, telecommunications company operations, back office systems and business plans, interconnection and unbundled network element pricing, telecommunications service costing and universal service goals and objectives.

Gillian Violette Ed.D.: Research Analyst

Gillian has over a decade of experience working in business management and sales in fields of pharmaceuticals, hospitality, insurance, and training and development. She has experience in managing human resource related functions, staffing, and project management. Gillian joined the Magellan team in the capacity of research, publication, and quality assurance in reporting. She holds a doctoral degree in Educational Leadership where her research focus was related to broadband Internet in K-12 schools and the digital divide, an MBA in Business Administration, and a BS in Business with a minor in Human Resources.

5. Detailed work plan to include:

PROJECT TIMELINE

*Deliverable ■ Milestone

Description	Estimated Hours	Week							
		1	2	3	4	5	6	7	8
A. Current Assessment and Market Demand	420								
Competitive Market Assessment & Survey									
Needs Assessment				■					
B. Technology Options	180				*				
Business Models									
C. Partnership Options	160								
D. Financing and Legal Considerations	200								
Regulatory Review								*	
Funding								*	
Final Report and Presentation									■

Our team will conduct a formal kick-off meeting and meet with the County Project team on a biweekly basis ensuring at least three status meetings throughout the entirety of the project.

Project Management Approach

Magellan Advisors is structured with dedicated project teams, supporting our clients and projects across North America. We have dedicated consulting teams in Florida, Texas, California and Tennessee, as well as an EPC (engineer, procure, construct) team located in our Orlando, FL and Kansas City, MO offices. Our engagements are managed and structured so that our support teams are multi-tasking, delivering data sets and relevant analysis to the core project team – this includes all aspects of market analysis, mapping/GIS, network design and costing, regulatory/legal, etc. We operate multiple tools to support our projects, including a Project Management portal for daily task management and project reporting. We have adequate project resources to undertake the Escambia engagement at this point in time.

Magellan's team will work closely with the Escambia Steering Committee. We believe the project is a partnership between Magellan and the County in order to develop the best plan for your community. We will engage regularly on our project management platforms as well as our bi-weekly project status calls throughout the duration of the project.

Magellan knows that projects can encounter issues that can cause delays. Many times these are due to lack of access to data and/or lack of engagement and leadership from the client. Communities that are successful creating broadband strategy and networks are prepared to share data, plan alongside our team, connect our consultants with important community anchors and community groups through introductions and engage with Magellan throughout the project.

Project-based responsibility includes:

- Kyle Hollifield – Project Lead
- Greg Laudeman – Project Management
- Jessica Zufolo – Grants Subject Matter Expert
- Mike Johnson – Wireless Subject Matter Expert
- Mark Lane – Technical Subject Matter Expert
- Matthew Southwell – GIS Technician
- Gillian Violette – Project Analyst/Support

Cost Estimate

The total cost to Escambia County for the Broadband Study is a $187,200. Includes all work to be completed by Magellan as stated in this proposal and travel costs.

Magellan will bill in two (2) equal amounts of $93,600. Invoices are payable on net 30 terms from the date of invoice.

Magellan Advisors commits to working closely with the Steering Committee and County Board to ensure a thorough study.

Task	Hourly Price	Estimated Hours	Estimated Costs
Current assessment and market demand	$195	420	$81,900
Technology options	$195	180	$35,100
Partnership options	$195	160	$31,200
Financing and Legal Considerations	$195	200	$39,000
Total Not to Exceed		**960**	**$187,200**

ROLES and RATES	
Role	**Rate**
Project Executive	$195/hour
Project Manager	$195/hour
Management Analyst	$195/hour
Technical Consultant	$195/hour
Project Support	$195/hour
Project Support	$195/hour
Project Support	$195/hour
Project Support	$195/hour
Professional Engineer	$210/hour
Project Support	$195/hour

Acknowledgement of Addendums

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 30, 2020

To: All Known Prospective Proposers

ADDENDUM NUMBER 1:

Re: PD 19-20.095, Escambia County Broadband Feasibility Study

All:

Your firm recently received an Request for Proposals for the above-mentioned specification.

This Addendum Number 1 provides for:

2-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Meeting	Original	Revised
Mailing date of proposals	September 28, 2020	**No Change**
Final Date for Questions	5:00 p.m., CDT, October 7, 2020	**No Change**
Date for Responses to Questions	October 12, 2020	**No Change**
Receipt of proposals	2:00 p.m. CDT, October 20, 2020	**No Change**
Proposal Review Meeting	~~10:00 a.m., CDT, October 27, 2020~~	1:00 p.m., CDT, October 23, 2020
Discussions / Selection Meeting	~~1:00-4:00 p.m., CST, November 6, 2020~~	1:00 p.m., CDT, October 23, 2020
Negotiations Meeting, if required	~~1:30 p.m., CST, November 10, 2020~~	1:00 p.m., CDT, October 23, 2020
Board of County Commissioners approval	~~December 10, 2020~~	**November 17, 2020**

213 South Palafox Place, 2nd Floor •Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

myescambia

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **November 17, 2020**.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo-copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: Magellan Advisors, LLC.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 8, 2020

To: All Known Prospective Proposers

ADDENDUM NUMBER 2:

Re: PD 19-20.095, Escambia County Broadband Feasibility Study

All:

Your firm recently received an Request for Proposals for the above-mentioned specification.

This Addendum Number 2 provides for:

Response to questions received:

1. How will the County assist in securing third party fiber network information (coverage area, asset routes, location of electronics, capacity, and conduit availability, and future investment/deployment plans)? Have any incumbents provided or agreed to provide this information to the County?
   Response: Our expectation is the selected vendor will perform this work. At this point no incumbents have agreed to provide this information.

2. What level of detail is expected for the GIS layers used to document the third-party fiber network?
   Response: Street Level

3. Is the County anticipating on-the-ground field surveys as part of the pre-engineering planning phase (vs. desktop GIS editing using available base map layers)?
   Response: No, GIS Mapping using base layer maps will be sufficient.

4. Please provide a list of the GIS layers that will be made available for this study.
   Response: County Boundary, Street Centerlines, Parcels, Right of Ways, Zoning, Points of Interest

5. What sample size is anticipated for the residential and business surveys?
   Response: Paul - Not sure? Would 10 percent work?

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6. Is the County able to provide both phone numbers and email addresses for residents within the proposed service area for the purposes of conducting the survey?
   Response: No

7. Is the County able to recruit and set up both focus group and large business participants for qualitative research interviews?
   Response: We expect the selected vendor to perform this task.

8. What is the County's goal date to have this broadband study completed?
   Response: If we want to use CAREs money, 12/30/20.

9. How many households/businesses is the County looking to assume for the fee proposal for the broadband study? RFP Part V- Scope of Work mentions 318,316 population and US census data reflects 118,740 households in Escambia County.
   Response: Approximately 120,000 households / businesses.

10. RE: Required Documentation- Certificate of Authority to do Business from the State of Florida, if we have submitted an application to do business with Florida but not yet obtained it, is it possible to submit proof of application pending and notify the County when such approval is obtained?
    Response: Proof of application will be acceptable.

11. Can professional resumes and firm project profiles be included as an Appendix that will not count towards the technical proposal 10-page limit?
    Response: Yes, with a 10 page limit of resumes.

12. The title page and page i. mention hard copy options to include instructions for labeling the sealed envelope with submittal documents, but page 10 section 2-9 of the RFP indicates the all responses are required to be submitted electronically via the Vendor Registry portal. Please confirm the preferred / required submission option.
    Response: On the title page there is an "OR" for delivery. The County's preference is for electronic delivery. We are allowing the option.

13. What is the estimated budget for the requested scope of work?
    Response: The RFP's will be evaluated with cost being one of the variables.

14. What is the desired timeline for the project from contract execution to project closeout?
    Response: Project should be complete by 12/30/20

15. Is the County already engaged in any type consulting and/or engineering agreement related to broadband, technology, or city master planning?
    Response: No

16. Has the County investigated any needs or use cases for specific "smart city" or IoT applications?
    Response: No

17. Has the County deployed any "smart city" services or IoT application projects or programs?
Response: No

18. Has the County pursued and/or been awarded any grants or funding dedicated to broadband development?
Response: Not at this point.

19. Has the County performed or acquired data collection (LiDAR, or other) for any/all public RoW?
Response: The County can provide a GIS Layer of Right of Ways

20. What GIS (CAD, PDF, or other) data can the city provide? What is the existing GIS software, and will any change need to be made?
Response: County Boundary, Street Centerlines, Parcels, Right of Ways, Zoning, Points of Interest

21. Are there special GIS requirements for the City?
Response: No

22. Has the County determined that it would prefer to solely own and operate and provide service, or is the County still open to other partnerships and business models?
Response: The County is open to various solutions.

23. Would the County entertain coordinating or partnering with adjacent counties (in FL and/or AL)?
Response: Yes, the County is open to various solutions.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo-copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: ___Magellan Advisors, LLC._

Certificate of Authority to do Business from the State of Florida

Sunbiz.org CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List Magellan Advisors Search

No Events **No Name History**

Detail by Entity Name

Florida Limited Liability Company
MAGELLAN ADVISORS LLC

Filing Information

Document Number	L04000007658
FEI/EIN Number	65-1218484
Date Filed	01/28/2004
State	FL
Status	ACTIVE

Principal Address

999 18th Street
Suite 3000
Denver, CO 80202

Changed: 03/19/2014

Mailing Address

999 18th Street
Suite 3000
Denver, CO 80202

Changed: 03/19/2014

Registered Agent Name & Address

HONKER, JOHN

Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"

Magellan will provide a certificate of insurance covering Escambia County, FL with the required limits.

MAGEL-1 OP ID: DL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	262-478-1000	CONTACT NAME: Diane Larson	
Bruce Gendelman Co., Inc. Suite 101 500 W Brown Deer Rd Milwaukee, WI 53217		PHONE (A/C, No, Ext): 262-478-1000	FAX (A/C, No): 262-478-1001
		E-MAIL ADDRESS: dlarson@gendelman.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Magellan Advisors, LLC Mr. John Honker 450 Alton Road #1402 Miami Beach, FL 33139		INSURER A : Phoenix Insurance Co	25623
		INSURER B : Travelers Prop Cas Co of Amer	25674
		INSURER C : Travelers Indemnity of America	25666
		INSURER D : Lloyd's of London	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR			I6608K446321	04/12/2020	04/12/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO							
	OWNED AUTOS ONLY / SCHEDULED AUTOS			I6608K446321	04/12/2020	04/12/2021	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			CUP8K473520	04/12/2020	04/12/2021	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 5,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		UB8K6011892042E	04/12/2020	04/12/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	PROFESSIONAL LIAB $25,000 DEDUCTIBLE			B0621PMAGE000820	04/12/2020	04/12/2021	EA CLAIM AGGREGATE	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER MAGAD01

Magellan Advisors, LLC
450 Alton Road #1402
Miami Beach, FL 33139

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bruce Gendelman

ACORD 25 (2016/03)

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Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes

PD 18-19.095, Escambia County Broadband Study

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County
(print name of the public entity)

by John Hooker President
(print individual's name and title)

for Magellan Advisors LLC
(print name of entity submitting sworn statement)

whose business address is

450 Alton Rd #1402

and (if applicable) its Federal Employer Identification Number (FEIN) is:
65-1218484

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

7. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

8. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **FloridaStatutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which Proposals or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
d. Based on information and belief, the statement, which I have marked below, is true in

18

relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this 14th day of October, 2020

Personally known ✓
OR produced identification _____

_____
(Type of identification)

Notary Public - State of Florida

My commission expires August 11, 2021

_____
(Printed typed or stamped commissioned name of notary public)

JEAN JOLICOEUR JR
MY COMMISSION # GG104575
EXPIRES August 11, 2021

Drug-Free Workplace Form (pg 19)

PD 18-19.095, Escambia County Broadband Study

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that MAGELLAN ADVISORS LLC does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

10-14-2020
Date

20

Information Sheet for Transactions and Conveyances Corporate Identification (pgs 20 & 21)

PD 18-19.095, Escambia County Broadband Study

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: L0400007658

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: John Honker Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):
Magellan Advisors, LLC.
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: 999 18th Street, Suite 3000
City, State, Zip: Denver, CO 80202

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

H:\PR\MAST_DOC\UniformContractVolI\Info.Sht.forTrans.and Convey.doc

Corporate Identification

Federal Identification Number: 65-1218484
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: Kyle Hollifield **E-mail:** khollifield@magellan-advisors.com

Telephone Number: 276-591-6801 **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
John Honker
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Consultant shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
President & CEO

END

(850) 488-9000 Verified by:_____ Date:_____

(Revised 9/18/09)

Appendix: Sample Survey

Magellan Advisors utilizes a variety of survey instruments for our clients. In the respect of page limits, the survey provided is the most basic, however we have a library of broadband questions that we can review with Escambia to create the best survey for your residents and businesses. The survey below is an export out of our online survey platform and does not demonstrate how the residents and businesses would view the survey. We have the capabilities to add logos, introductions and fully customize the survey for our clients. We can also create customized paper surveys for distribution as well.

Basic Broadband Assessment

Location

1. What is the address of the location for which you are completing this survey? *

Knowing your location's address will help us identify where broadband is available, how good it is, and where it is needed. Be sure to provide your Zip Code.

Street Address

Apartment or Suite

City

State

Zip Code

Broadband Service

2. What company provides broadband to your location? *

Please type in the name of the company.

3. How is this location connected to the internet? *

Select the technology your provider uses for broadband. If you have more than one connection, select the primary one. Answer to the best of your knowledge. If you are not familiar with a connection type, you probably don't have it.

- Coaxial cable (also used for cable TV services)
- Dedicated line or enterprise network (T-1 or similar, Metro Ethernet, etc.)
- DSL (digital subscriber line) twisted pair wire (also used for plain-old telephone service)
- Fiber-optic cable ("fiber")
- Fixed wireless antenna
- Don't know or not sure
- Other - Write In

Broadband Speed

4. How is this device connected to the broadband service at the location?

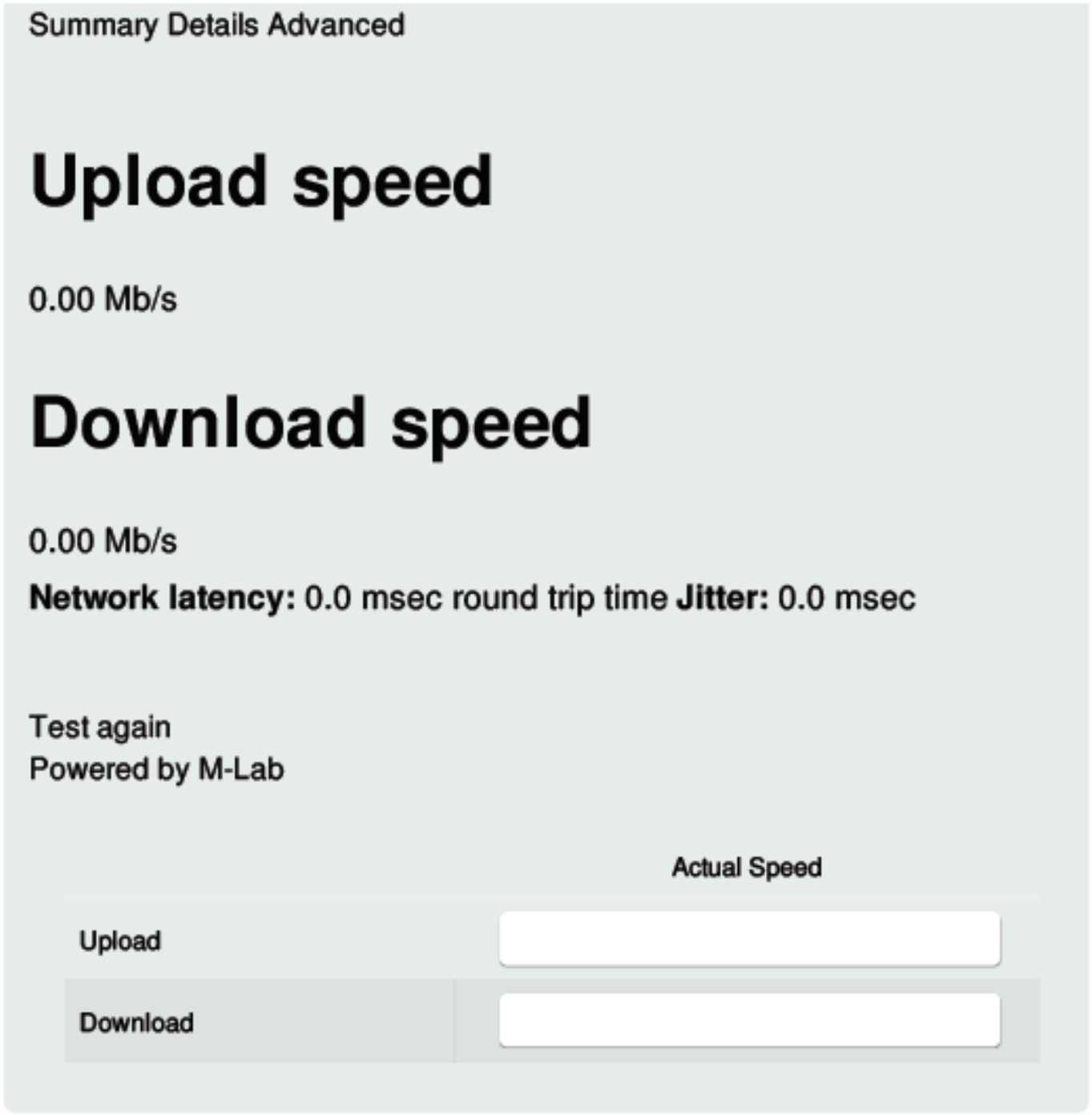
Please consider completing this survey multiple times using different connections.

- Directly to provider interface
- To router by Wi-Fi wireless
- To router by cable/wire
- Other - Write In

5. What are your actual speeds? Click the "Start Test" button below.

Oops! Something went wrong and the NDT test didn't load!

Please Try Again



Broadband Preferences

6. Please select the offer you would be most likely to purchase for your home Internet service.

Speed	25 Megabit	1000 Megabit
Brand	Muni	Telco
Price	$39.99 Per Month	$59.99 Per Month
	○	○

REGISTER OF PROPOSALS

Solicitation #PD 19-20.095, Escambia County Broadband Feasibility Study

RFP Due Date & Time: October 20, 2020 @ 2:00 p.m., CDT

Vendor Name	Contact	Phone	Email	File Name
Cobb, Fendley & Associates, Inc.	Vineeta Ram, P.E. Project Principal; Executive Vice President	305-456-5100	vram@cobbfendley.com	Escambia County Broadband Study Proposal_CobbFendley.pdf
CommScope	Bill Lee Vice President, Sales	215-350-5234	Bill.Lee1@commscope.com	315200-Escambia County FL-Broadband Study RFP-CommScope Response.pdf
Connected Nation	Chris Pedersen, Executive Vice President, Development & Planning	877.846.7710	cpedersen@connectednation.org	Connected Nation RFP Response Escambia Co FINAL 20201020.pdf
Design Nine, Inc.	Andrew Cohill, PhD. President	540-951-4400	cohill@designnine.com	EscambiaCounty20_10_12_finalfile.pdf
ECC Technology	Jeffrey Brooks Kurt Frenzel Cory Brown	919 602 8080 919 628 7826 585 613 5808	jbrooks@ecctec.com kfrenzel@ecctec.com cbrown@ecctec.com	RESPONSE TO ESCAMBIA COUNTY FL BID IDENTIFICATION NUMBER PD 18-19.095 BY ECC TECHNOLOGIES .pdf
Foresite Group, Inc.	Lee Comer	205-565-4800	lcomer@fg-inc.net	Foresite Group Proposal - Escambia County Broadband Feasibility Study PD 19-20.095.pdf
JBL Communications, LLC	Frank Del Col President and CEO	734-634-7257	frank.delcol@v1fiber.com	Escambia Proposal V10 Final 10-20-2020.pdf
Lit Communities	Brian Snider Lit Communities, Chief Executive Officer	334-714.1439	brian@litcommunities.net	Escambia County, FL Oct 2020 RFP Lit Communities.pdf
Magellan Advisors, LLC.	Kyle Hollifield	276-591-6801	Khollifield@magellan-advisors.com	Magellan Advisors Response - Escambia County, FL - Broadband Study[2].pdf

SUBMITTALS RECEIVED BY: Paul Nobles, Purchasing Manager DATE: October 20, 2020

Posted 10/20/2020 @ 3:30p.m., CDT PRN

Solicitation: PD 19-20.095, Escambia County Broadband Feasibility Study (Final Ranking)			
Committee Evaluation	Connected Nation	Design Nine, Inc.	Magellan Advisors, LLC
Debbie Bowers	95	91	97
Wesley Hall	90	85	95
Bart Siders	95	97	99
Total Points	280	273	291
Debbie Bowers	2	3	1
Wesley Hall	2	3	1
Bart Siders	3	2	1
Total Score	7	8	3

Solicitation: PD 19-20.095, Escambia County Broadband Feasibility Study (Final Ranking)				
Debbie Bowers	**Vendor Name**	Connected Nation	Design Nine, Inc.	Magellan Advisors, LLC
Evaluation Criteria	**Value**			
Experience and qualifications of the vendor and personnel assigned to this project	30%	30	27	29
Clear understanding of this project	15%	15	14	15
Clear technical proficiency for the mix of technologies and cohesiveness of the network proposed	25%	25	22	25
Project work plan and timeline	10%	9	9	10
Work experience in small and rural communities including counties, cities and townships	10%	9	9	10
Fee Proposal	10%	7	10	8
	Totals	95	91	97

Solicitation: PD 19-20.095, Escambia County Broadband Feasibility Study (Final Ranking)				
Wesley Hall	**Vendor Name**	Connected Nation	Design Nine, Inc.	Magellan Advisors, LLC
Evaluation Criteria	**Value**			
Experience and qualifications of the vendor and personnel assigned to this project	30%	30	25	30
Clear understanding of this project	15%	15	15	15
Clear technical proficiency for the mix of technologies and cohesiveness of the network proposed	25%	20	20	25
Project work plan and timeline	10%	10	10	10
Work experience in small and rural communities including counties, cities and townships	10%	10	5	10
Fee Proposal	10%	5	10	5
	Totals	90	85	95

Solicitation: PD 19-20.095, Escambia County Broadband Feasibility Study (Final Ranking)				
Bart Siders	**Vendor Name**	Connected Nation	Design Nine, Inc.	Magellan Advisors, LLC
Evaluation Criteria	**Value**			
Experience and qualifications of the vendor and personnel assigned to this project	30%	29	28	30
Clear understanding of this project	15%	15	15	15
Clear technical proficiency for the mix of technologies and cohesiveness of the network proposed	25%	25	25	25
Project work plan and timeline	10%	8	9	10
Work experience in small and rural communities including counties, cities and townships	10%	10	10	10
Fee Proposal	10%	8	10	9
	Totals	95	97	99

Date Added	Company Name	Email Address	Subject	Event Type
9/28/2020 14:51	22nd Century Technologies Inc.	govt@tscti.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	Accenture	james.w.bard@accenture.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:59	AECOM Technical Services Inc.	ann.rhodes@aecom.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 15:01	AIP US LLC	jkohut@aip-us.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 15:03	Alegna Technologies Inc	ACabrera@AlegnaTechnologies.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	Amtel Inc.	jnew@atni.net	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:52	Ardent Technologies Inc	vendorregistration@ardentinc.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:52	ARGO Cyber Systems LLC	kevin.schmidt@argocyber.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/29/2020 5:09	ATN Inc. dba AmTel	sales@atni.net	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:52	Base 4 Tech LLC dba Vibe Design Group	soniam@vibedesigngroup.net	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:52	BCS Inc.	tonyb@bcs-gis.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	BerryDunn	rfps@berrydunn.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:52	B-EZ Graphix	pbarnes@bezgraphix.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:52	BRADSHAW CONSULTING SERVICES INC.	tonyb@bcs-gis.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:51	California Creative Solutions Inc.	mbeprogram@ccsglobaltech.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:58	CAPARIUS Communications Inc.	cdelriolinton@capariusinc.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:57	CBTC	kenesay10@yahoo.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:56	Civic Foundry	vijay@civicfoundry.org	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:58	CJIS GROUP LLC	region1@cjisgroup.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:55	ComApp Technologies	kathryn.blink@comapptech.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:51	Combined Public Communications	proposals@combinedpublic.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	Copperband Technologies	it-admins@copperbandtech.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	Correct Solutions Group	jhemphill@correctsolutionsgroup.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:55	CPS HR Consulting	rfpcentral@cpshr.us	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	Data Revolution LLC	jay@datarevs.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	Design Phase	tony.mangum@design-phase.net	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 21:18	DGR Systems LLC	govsales@dgrsystems.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:55	Digital Boardwalk	kathleen.shoop@digitalboardwalk.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	DISYS Solutions Inc	bids@dsitech.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 15:42	DLZP Group	sales@dlzpgroup.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:55	Education Dynamics	vkechichian@edudyn.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:55	Encore Broadcast Solutions	smasotti@encorebroadcast.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/29/2020 8:53	Encore Tech Group	estephens@encoretg.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:56	Enterprise Pals Inc.	nazim@enterprisepals.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 17:06	eRate 360 Solutions LLC	koakley@erate360.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 15:02	E-solutions Inc.	neil.m@e-solutionsinc.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver

Date Added	Company Name	Email Address	Subject	Event Type
9/28/2020 14:55	e-TechServices.com Inc.	sales@e-techservices.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	Evolvtec	tom.blanc@evolvtec.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/29/2020 7:16	First Choice Management Services Inc	michael.bush@1stchoicems.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 15:06	General Datatech L.P.	awilayto@gdt.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	Glaze Communications Services Inc.	dflake@gcsgulfcoast.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:58	Global Tel*Link Corporation	rfp@gtl.net	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 15:13	Gravity Systems Inc.	government@gravityusa.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:51	Hayes eGovernment Resources	klangston@hcs.net	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:52	HedgeMow / Verato Group	business@hedgemow.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:52	High Performance Technology	susan.allen@highperftech.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 15:12	Hixardt Technologies Inc	sales@hixardt.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 15:03	Hoffman Publishing LLC	washington126126@gmail.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	HUESKER Inc.	mclements@huesker.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:53	Hypertec USA Inc	bidsus@hypertec.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 21:29	Ideum	becky@ideum.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:52	Infinity Datacom Solutions	mike.houlihan@infinitydatacom.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 15:01	Informa Software	gevans@informasoftware.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:53	Information Transport Solutions Inc.	tony.helton@its-networks.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:52	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	INTRATEK COMPUTER	quotes@intrapc.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 17:33	iostudio	keith@iostudio.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:55	iSqFt	content@constructconnect.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/29/2020 8:19	IT-Dealers	b.smith@it-dealers.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:56	JMF Solutions Inc	mfrancis@jmfsolutions.net	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:59	KAPCO Consulting	kapolonczyco@gmail.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:52	Kiewit Infrastructure South Co.	Nicholas.sosa@kiewit.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 15:05	Logista	rgreene@logistasolutions.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:53	MaceTech Security Solutions Inc.	russell.mace@macetechsecurity.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:53	Maxis360	pdick@maxis360.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 15:11	MGT of America Consulting LLC	rcvrfp@mgtamer.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/29/2020 19:00	Milner Technologies	hgarrett@milner.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/29/2020 12:25	MQUAL	marketing.mqual@mqual.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 18:34	MVATION WORLDWIDE INC.	biddesk@mvation.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:52	MWIDM Inc.	amrinder.romana@mwidm.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/29/2020 19:49	My Borinquen Enterprises	jovianr@gmail.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/29/2020 18:13	NCIC Inmate Communications	rfp@ncic.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver

Date Added	Company Name	Email Address	Subject	Event Type
9/28/2020 14:52	Neel-Schaffer Inc.	laura.lojko@neel-schaffer.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:53	onvia	sourcemanagement2@onvia.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:55	Paramount SOftware Soultions Inc.	psheth@paramountsoft.net	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	PC Specialists Inc. DBA Technology Integration Group (TIG)	Heather.Reichmann@tig.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:52	PEAK Targeting Corp d/b/a ContactTracing.US	dwelton@usa.net	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/29/2020 1:17	Perry Becker Design LLC	dperry@perry-becker.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:56	Perseus Information Security Consulting	bnelson@perseusis.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:53	Pinnacle Engineering Group PA	slinton@pinnacleengineering.biz	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 17:29	Presidio	jlynch@presidio.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	Protechex International Corp	info@protechex.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:56	PSD Software	hannah@hiperweb.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	PSR Associates	smendoza@psrassociates.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:55	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 15:14	R. Roese Contracting Co. Inc.	stoner@rroese.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:51	Racom Business	kthamontri@racombusiness.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	RAN Wireless	mdecarlo@ran-iot.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	RCI CONTROLS LLC	admin@rcicontrols.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 15:14	R-com Enterprise LLC	kira@rcoment.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	Replay Systems Inc	jill.leef@replaysystems.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 19:12	Riverside Technologies Inc.	ekallweit@1rti.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:57	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:53	Rudram Engineering Inc.	k.rajan@rudramengineering.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/29/2020 4:47	SmartCommunications	terry.whiteside@smartcommunications.us	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:56	Softchoice Corporation	sledus@softchoice.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	Something Old Salvage LLC	sabrina.simpson@yahoo.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:55	Staffactory LLC.	presales@staffactory.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:52	Star Technology	technologystar1989@yahoo.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:52	Synergy Staffing Inc.	federal@synergystaffing.org	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 22:17	TDG of North America	nlight@nof.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	Technology Integration Group	heather.reichmann@tig.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 15:01	Technology of Every Kind	tflood222@gmail.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/29/2020 10:50	TEKsystems	econe@teksystems.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 15:02	Uniti Fiber	philip.durant@uniti.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:58	vCloud Tech Inc.	vcloud@vcloudtech.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:51	VEXUS Corporation	rg@vexuscorp.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 15:32	Virtelligence	mkhan@virtelligence.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver

Date Added	Company Name	Email Address	Subject	Event Type
9/28/2020 14:51	Vitaver and Associates Inc.	registrations@vitaver.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:58	Whirlwind Technologies LLC	bizdev@wwindtech.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/29/2020 6:51	World Wide Technology LLC	carol.harting@wwt.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:55	Xperience Technical Group LLC	rkirksey@gmail.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:53	XYPLES LLC	tokonkwor@xyples.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver
9/28/2020 14:54	YourTEK Professionals	info@yourtekpro.com	Escambia County - PD 19-20.095 Escambia County Broadband Feasibility Study	deliver

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18744 **County Administrator's Report 10. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/05/2020
Issue: State Law Enforcement Trust Fund Appropriation
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

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

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

A. General Daniel Chappie James Flight Academy, Inc., in the amount of $5,000;

B. West Florida High School Baseball Booster Club, in the amount of $2,500;

C. Pensacola Sports, in the amount of $12,000;

D. Gulf Coast Crime Stoppers, in the amount of $18,000; and

E. Onbikes Pensacola, Inc., in the amount of $7,500;

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

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

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is provided):

General Daniel Chappie James Flight Academy, Inc. - $5,000
West Florida High School Baseball Booster Club - $2,500
Pensacola Sports - $12,000
Gulf Coast Crime Stoppers - $18,000
Onbikes Pensacola, Inc. - $7,500

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the Sheriff to the Board of County Commissioners or by the Chief of Police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the Sheriff's Office or Police Department by the Board of County Commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

General Daniel Chappie James Flight Academey Inc.
West Florida High School Baseball Booster Club
Pensacola Sports
Gulf Coast Crime Stoppers
Onbikes Pensacola

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

October 9, 2020

General Daniel Chappie James Flight Academy, Inc.
Attn: Michael Griffin
1608 Dr. Martin Luther King Jr. Drive, Pensacola FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated October 3, 2020.

Dear Michael Griffin,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Genral Daniel Chappie James Flight Academy DATE 10/03/2020

POINT OF CONTACT Michael Griffin PH# (850) 741-4743

EMAIL ADDRESS: gdcjfacademy@gmail.com ☑ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 12/01/2020 AMOUNT REQUESTED: $ 5,000

CHECK PAYABLE TO: General Daniel Chappie James Flight Academy

COMPLETE MAILING ADDRESS: ☑ NEW ADDRESS

Street 1608 Dr. Martin Luther King Jr. Drive City Pensacola State FL Zip Code 32503

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief mg (Initial)

NAME OF CERTIFYING OFFICIAL Michael Griffin

TITLE OF CERTIFYING OFFICIAL Secretary

SIGNATURE (Digital) Michael Griffin Digitally signed by Michael Griffin Date: 2020.10.03 15:53:11 -05'00'

DATE 10/03/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☐	☐	
SHERIFF		☑	☐	

AMOUNT APPROVED $5,000.00

CFO ASSISTANT Date processed 10/8/20

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

DAVID MORGAN, SHERIFF

DATE 10/8/2020

ORIGINAL

ORGANIZATION/AGENCY NAME:

Genral Daniel Chappie James Flight Academy

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The General Daniel Daniel Chappie James Flight Academy is an active and much needed entity in the community and the City of Pensacola. Our goal is to; build confidence, mentor and build self respect.

Many of the kids attending our facility need positive, committed male role models. Over the years we've mentored hundreds of kids that have gone on to become role models themselves and productive members of society. Using the STEM learning model and the aviation environment we teach kids that there are alternatives to the "streets".

Recently the Flight Academy implemented weekend classes that spanned the gambit from Wind Tunnel construction to building a desktop computer from component parts. It is these types of learning activities that kids need to help them gain confidence in the learning environment.

With so many destructive stimulus available to our youth, the Flight Academy gives kids opportunities they might not otherwise realize. Field trips and exposure to new and diverse learning opportunities give kids the much needed alternatives to drugs and gang membership. Our program has given kids the opportunity to grow in ways they had never imagined possible. Flight Academy students have gone on to have careers in; Engineering, Law, Journalism, Aviation, International Marketing and Restaurant Management to name a few.

Funds will be used to purchase a Digital Smart Board for classroom instruction and components for another student built desktop research computer.

The General Daniel Chappie James Flight Academy is unique in that 100% of our budget goes directly to support the kids. Our staff is comprised of all volunteers, including our Board.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 12 2014

THE GENERAL DANIEL CHAPPIE JAMES
SUMMER FLIGHT ACADEMY
2575 ESCAMBIA AVE
PENSACOLA, FL 32503-0000

Employer Identification Number:
46-5480504
DLN:
26053707001934
Contact Person:
CHIUNGLAN CHUNG ID# 31721
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 1, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Director, Exempt Organizations
Rulings and Agreements

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8017475887C-8	03/20/2018	03/31/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

GENERAL DANIEL CHAPPIE JAMES FLIGHT
ACADEMY INC
1608 DR MARTIN LUTHER KING JR DR
PENSACOLA FL 32503-5210

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

GENERAL DANIEL CHAPPIE JAMES FLIGHT ACADEMY, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ 501C3 NON PROFIT ORGANIZATION

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 501C3

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1608 DR MARTIN LUTHER KING JR DRIVE

6 City, state, and ZIP code

PENSACOLA, FL 32503-5210

Requester's name and address (optional)

Escambia County Sheriff's Office
1700 West Leonard Street
Pensacola, FL 32501

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	6	–	5	4	8	0	5	0	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] | **Date ▶** 10/01/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

October 9, 2020

West Florida High School Baseball Booster Club
Attn: Al Henderson
150 East Burgess Road, Pensacola, FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated October 5, 2020.

Dear Al Henderson,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Prevention, Drug Education or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: West Florida High School Baseball Boosters DATE 10/05/2020

POINT OF CONTACT Al Henderson PH# (850) 791-1838

EMAIL ADDRESS: ahenderson@pensacolahabitat.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 11/13/2020 AMOUNT REQUESTED: $ 2,500

CHECK PAYABLE TO: WFHS Baseball Boosters

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street Attn: Ben Green, 150 E. Burgess Rd. City Pensacola State FL Zip Code 32503

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief AH (Initial)

NAME OF CERTIFYING OFFICIAL
Alphonsa Henderson

TITLE OF CERTIFYING OFFICIAL
Vice-President

SIGNATURE (Digital)
Alphonsa Henderson

DATE
10/05/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	D. Lott	☑	☐	
LEGAL		☑	☐	
CHIEF		☐	☐	AMOUNT APPROVED $2,500
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT				DAVID MORGAN, SHERIFF

Date processed 10/8/20

10/8/2020
DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

West Florida High School Baseball Boosters

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The West Florida High School Baseball Program is supported by a dedicated coaching staff, who provides not only guidance on how to play the game of baseball, but also and more importantly, they shape the lives for over sixty (60) young men each and every year. Drug Prevention and Education is a major part of the training these young men receive while in the program. Unfortunately, these efforts are not fully funded by the school district. The baseball program has to rely on fundraising activities initiated by the WFHS Baseball Boosters group which is made up of dedicated parents. It is important to align our mission with community partners like the Escambia County Sheriff's Department.

At one time, coaches had to focus on educating athletes about the detriment of using performance enhancement drugs. Now, because of injuries, coaches have to focus also on prescription pain killers. According to the National Institute on Drug Abuse, twelve percent of male student athletes admitted to self-medicating on prescription painkillers. Eight percent of female student athletes admitted to the same. Educating student athletes about the negative ramifications of using drugs is an essential part of creating a space for growth. These young athletes are faced with life choices that often go wrong if they are not equipped with the knowledge all West Florida High school athletes receive when going through the baseball program. Education is provided to these young men every school day over the course of a school year. They learn how to examine the consequences to their actions, particularly when deciding the classmates they choose to call friends.

Our Golf Tournament, is annual function that brings is the largest percent of revenues used to support the program. With a sponsor like the Escambia County Sheriff's Department, the boys are exposed to the importance of good community relations and the reward of working to improve themselves and the community they live.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 26 2003

WEST FLORIDA HIGH SCHOOL BASEBALL
BOOSTER CLUB INC
2400 LONGLEAF DRIVE
PENSACOLA, FL 32526

Employer Identification Number:
59-3744760
DLN:
17053006062003
Contact Person:
THOMAS M KALLMAN ID# 31383
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
August 31
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Begins:
September 27, 2001
Advance Ruling Period Ends:
August 31 2006
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period

that you exceed the $25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories

showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Lois G. Lerner

Lois G. Lerner
Director, Exempt Organizations

Enclosure(s):
Form 872-C

0000010 10/05/18

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012775132C-1	01/31/2019	01/31/2024	501(C)(3) ORGANIZATION

This certifies that

WEST FLORIDA HIGH SCHOOL BASEBALL
BOOSTER CLUB INC
2400 LONGLEAF DR
PENSACOLA FL 32526-8901

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

West Florida High School School Baseball Booster Club, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ **Support Non Profit**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

150 East Burgess Road

Requester's name and address (optional)

6 City, state, and ZIP code

Pensacola, FL 32503

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	3	7	4	4	7	6	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Stephanie Hendrix Date ▶ 10/5/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

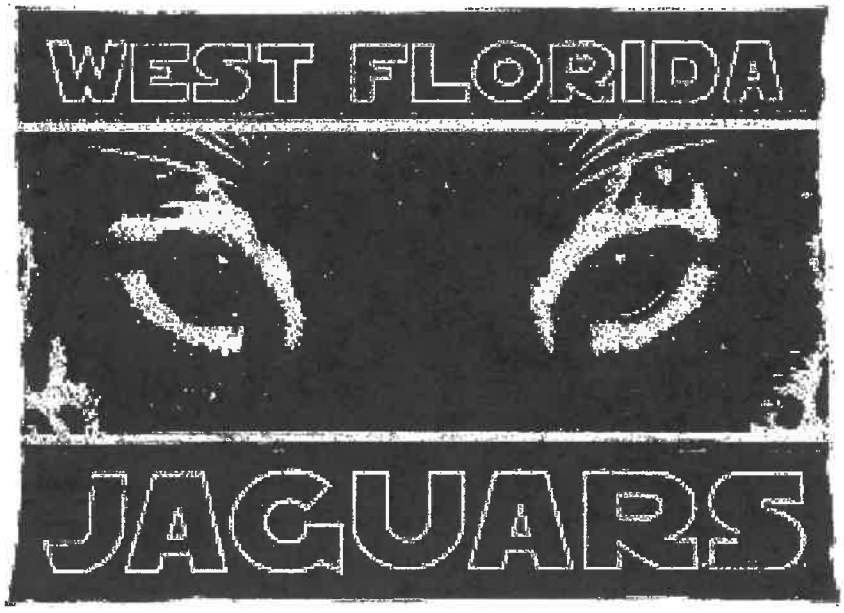
NOVEMBER 21, 2020 JAGUAR BASEBALL FALL GOLF CLASSIC

Presented By:

West Florida Jaguars Baseball is pleased to announce their 3rd Annual Fall Golf Classic to be played at Scenic Hills Country Club on November 21, 2020. Registration and breakfast for the 4 - Man Scramble will begin at 8AM with a shotgun start at 9AM. A Bonus Package of Two Mulligans and One Tee Buster will be available for purchase at the registration table. Awards, lunch, and silent auction will immediately follow the completion of the round.

1 Team (4 Players)- $300

1 Individual Player- $75



Post Round Meal Provided By: Chick – fil – A Cordova Mall

On Course Beverages Provided By:

Goodie Bag for EVERY Player!

TWO Double or Nothing holes!

Long Drive AND Closest to the Pin!

AWARDS:

1st Place

2nd Place

3rd Place

Long Drive

Closest to the Pin

Team/Sponsor Registration Form

Company Info: _____

Contact Name/Phone # _____

Player 1 Name: _____

Handicap (30 Max): _____

Email Address: _____

Player 2 Name: _____

Handicap (30 Max): _____

Email Address: _____

Player 3 Name: _____

Handicap (30 Max): _____

Email Address: _____

Player 4 Name: _____

Handicap (30 Max): _____

Email Address: _____

Please make checks payable to WFHS Baseball Boosters and send to:

WFHS Golf Tournament
Attn: Ben Green
150 E. Burgess Rd.
Pensacola, FL 32503

Sponsorship Opportunities

Presenting Sponsor: $2500- This business will be our Title sponsor for the entire tournament. All tournament media (Flyers, Banners, Scorecards, Leaderboard, Etc.) will include, "2019 Jaguar Baseball Fall Golf Classic Presented By…" This sponsorship also includes:
1 Tournament Team (4 Players) 1 Outfield Sign for upcoming Season ($300 Value)
1 Hole Sponsorship (Ability to set up tent by the clubhouse or tee box and interact with players, hand out business cards, drinks, snacks, etc.) **1 Commemorative Event Trophy**

Food Sponsor: This money goes directly towards feeding all tournament participants and volunteers. For their generous donation, this business will be represented on all tournament media (Flyers, Scorecards, Leaderboard, Etc.) as, "Tournament Meals provided by…" This sponsorship also includes the following:
Tent Space Outside Clubhouse (Ability to interact with players and hand out business cards, etc.)
1 Hole Sign (Printed by us and placed on a tee box or around a green as a business advertisement)

Beverage Sponsor: This business, as the beverage sponsor, is responsible for providing all on course beverages throughout the tournament. These beverages are to be purchased by the sponsoring business, and delivered to the course at a scheduled time on the day of the tournament. In return for providing all tournament participants with on course drinks, this business will be represented on all tournament media (Flyers, Scorecards, Leaderboard, Etc.) as, "On Course Beverages provided by…" This sponsorship also includes the following:
Tent Space Outside Clubhouse (Ability to interact with players and hand out business cards, etc.)
1 Hole Sign (Printed by us and placed on a tee box or around a green as a business advertisement)
1 Golf Cart (Ability to drive the course and hand out beverages, business cards, etc.)

Trophy Sponsor: $500- This business' sponsorship fee will go directly towards providing each member of the winning team with a commemorative trophy. This business will also be identified on all tournament media (Flyers, Scorecards, Leaderboard, Etc.) as, "Awards provided by…" This sponsorship also includes the following:
1 Tournament Team (4 Players)
1 Hole Sign (Printed by us and placed on a tee box or around a green as a business advertisement)

Team Sponsor: $300- This business will be able to pick its 4 person team to participate in the golf tournament. This business will also be listed as an official sponsor of the tournament on the sponsor sheet given to all golf participants. This Sponsorship also includes:
1 Tournament Team (4 Players)
1 Hole Sign (Printed by us and placed on a tee box or around a green as a business advertisement)

Hole Sponsor: $250- This business will be placed on a designated tee box for the day as that hole's sponsor. This business will be allowed to set up a tent and interact with players during the entire tournament. This business will have the opportunity to network by handing out business cards, drinks, snacks, etc. **Hole Sign Printed and Provided at no extra cost!**

Mulligan Package Sponsor: $150- This business will be purchasing the rights to have their company logo placed on all of the Mulligan/Tee Buster Cards that are available to be purchased at the time of registration.

Hole Sign: $100- This business will have a sign printed by us and placed on the tee box or the green of a hole as a business advertisement.

Team/Sponsor Registration Form

**** Place an "X" Next to the Sponsorship Opportunity that you would like to Purchase****

_____Event Sponsor _____Food Sponsor _____Beverage Sponsor

_____Trophy Sponsor _____Team Sponsor _____Hole Sponsor

_____Mulligan Package Sponsor _____Hole Sign

*****Please Attach Copy of a Business Card Or What You Want On Your Hole Sign*****

Sponsorship Deadline is Friday, November 13, 2020. All Checks must be received prior to this deadline in order to guarantee proper advertisement at the course!

*****ALL SPONSORS WILL BE LISTED ON A TOURNAMENT SPONSOR SHEET STAPLED TO SCORECARDS PLACED IN EVERY CART*****

*****Please make checks payable to WFHS Baseball Boosters and send to:*****

WFHS Golf Tournament

Attn: Ben Green

150 E. Burgess Rd.

Pensacola, FL 32503

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

October 15, 2020

Pensacola Sports
Attn: Jason Libbert
101 W. Main Street, Pensacola, FL 32502

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated October 13, 20120.

Dear Jason Libbert,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $12,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Pensacola Sports - Annual Awards Banquet DATE 10/13/2020

POINT OF CONTACT Jason Libbert PH# (850) 343-2800

EMAIL ADDRESS: jlibbert@pensacolasports.org ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 11/19/2021 AMOUNT REQUESTED: $ 12,000

CHECK PAYABLE TO: Pensacola Sports

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 101 W. Main St. City Pensacol State FL Zip Code 32502

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief JL (Initial)

NAME OF CERTIFYING OFFICIAL Jason Libbert

TITLE OF CERTIFYING OFFICIAL Director of Events

SIGNATURE (Digital) Jason Libbert Digitally signed by Jason Libbert Date: 2020.10.13 10:13:54 -05'00'

DATE 10/13/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL	W. Hutto	☑	☐	*Subject to No tickets
CHIEF		☐	☐	AMOUNT APPROVED $12,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 10/15/20		DAVID MORGAN, SHERIFF 10/15/2020 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

Pensacola Sports - Annual Awards Banquet

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Pensacola Sports will use the funding to spread the message of Crime Prevention, Drug Education, and Drug Prevention through our youth and high school sporting events. As a sponsor of our Pensacola High School All-Star Series, KickStart Soccer Clinic, and Racquet Roundup Tennis Camps the ECSO will be able to partner with Pensacola Sports to help spread the message to over 1,000 kids between the ages of 5 & 18.

The funding will go to creating a better event experience for the participants, fans, families, and other spectators. We will spread the message through; PA announcements, Booth set-up, fliers, program ads, banners, advertisements on radio and TV, and more. ECSO is welcome to attend events and have on display - horse unit, K9, emergency vehicles, etc.

ECSO officers will receive free entry to the games with valid ECSO ID.

ECSO will receive 5 tickets to the Pensacola Sports Annual Awards Banquet - date and location TBD.

Pensacola Sports 2020-21 Partnership Proposal to:

ESCAMBIA COUNTY SHERIFF – WHAT'S IN IT FOR YOU?

Opportunity

- To promote message of crime prevention, drug prevention, and drug education
- To reach over 375 high school student athletes and over 4,000 friends and families
- To reach over 700 children between the ages of 5 & 12
- To better engage ECSO with the local school systems





SUBWAY HIGH SCHOOL ALL-STAR SERIES

Full - Page Color Program-Ad

- Over 1,500 programs given out throughout the Series
- Include Rosters, Series Info, Pensacola Sports Calendar and more
- FREE for fans.

PA Announcements

- Will make announcements of your choosing at both the Banquets and the games

Banner/Flags

- Hang Banner or flags at high traffic entrance to all HSAS Events

ECSO Representation

- ECSO officers or representatives can present to attendees at all banquets.
- ECSO will have free entry to any HSAS Game











2020-21 Pensacola High School All-Star Series

2020 Volleyball

- Banquet – Nov. 20 – 175 People
- Game – Nov. 21 – 350 people

2020 Football

- Banquet – Dec. 17 – 300 People
- Game – Dec. 18 –1000 people

2021 Soccer

- Banquet – March 10 – 250 People
- Game – March 11 – 350 People

2021 Basketball

- Banquet – March 18 – 300 People
- Game – March 19 – 1000 People

2021 Baseball/Softball

- Banquet – June 2 – 375 People
- Game – June 3 – 700 People











About The Subway High School All-Star Series

- Since 2004, over 5,000 of the finest athletes from Northwest Florida have showcased their skills for college scouts, family and classmates.
- Each school in the three-county area is guaranteed at least one spot on the all-star team, given they have an eligible senior, and every player will play in the game.











Racquet Round-up & Kick Start Soccer

Racquet Round-Up

- Free tennis camp held at five locations throughout the month of June
- Over 500 kids between the ages of 5 and 12 participate
- All Kids receive a gift (towel, ice pack, water bottle, etc.)
- ECSO can pass out gift (pen, Frisbee, book, etc.)
- Banner displayed



KickStart Soccer

- Free Soccer Camp held at Brent Football field in August
- Over 200 kids between the ages of 5 & 12
- Every child receives a free ball and shin guards to continue playing throughout the year
- ECSO on-site each day with demonstrations / vehicle display
- Banner displayed





Mission

- These camps were to created to give kids a safe, fun, and friendly environment to receive training in a sport, in which they had never been exposed

2020 Annual Awards Banquet

Table

- ECSO will receive tickets for 5 attendees

Annual Awards Banquet

- Longest running Pensacola Sports event
- Banquet to recognize and award achievements and milestones by local athletes and teams including youth, high school, college, and professional





2021 Pensacola Beach Firefighters Challenge

Firefighters Challenge

- Five station firefighter skill obstacle course
- Solo firefighters or a 5-person relay team compete
- 240 participants, several thousand spectators attend
    - Free to the public
- First responder vehicle display
    - Opportunity to bring out Mobile Command Center & other vehicles
    - Hand out info on drug and crime awareness, and drug education
    - Hand out gifts to the kids and their families as they make their way to the beach/competition









About Pensacola Sports

- Florida's first and oldest sports commission, dates back to 1955
- Reach over 25,000 people across a variety of sporting events
- Focus is education, inspiration, and participation in various team, individual, amateur, and professional sporting activities.









2020-2021 Partnership Proposal

The goal of this proposal is to create a beneficial partnership to give The Escambia County Sheriff's Office exposure to Pensacola Sports event fans, participants, families, sponsors, the community, and media.

Pensacola Sports welcomes questions and feedback regarding this relationship.

Presented by:
Jason Libbert
Pensacola Sports
Director of Events
jlibbert@pensacolasports.org
850-434-2800

Internal Revenue Service

Date: July 7, 2004

Pensacola Sports Association, Inc.
PO Box 12463
Pensacola, FL 32591

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Richard E. Owens 31-07974
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
59-0767953

Dear Sir or Madam:

This is in response to your request of July 7, 2004, regarding your organization's tax-exempt status.

In July 1959 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(4) of the Internal Revenue Code.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is also liable for tax under the Federal Unemployment Tax Act for each employee to whom it pays $50 or more during a calendar quarter if, during the current or preceding calendar year, the organization had one or more employees at any time in each of 20 calendar weeks or it paid wages of $1,500 or more in any calendar quarter.

If your organization's character, method of operation, or purposes change, please let us know so we can consider the effect of the change on the organization's exempt status. Also, your organization should inform us of all changes in its name or address.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

Because your organization is not one described in section 170(c) of the Code, donors may not deduct contributions made to it. You should advise your organization's contributors to that effect.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Internal Revenue Code. If your organization is subject to this tax, it must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your organization's activities are unrelated trade or business as defined in Code section 513.

Pensacola Sports Association, Inc.
59-0767953

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

As this letter could help resolve any questions about your organization's exempt status, you should keep it with your organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Director, TE/GE
Customer Account Services

D000013 01/25/18

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012739852C-2	01/10/2018	01/31/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PENSACOLA SPORTS ASSOCIATION
FOUNDATION INC
101 W MAIN ST
PENSACOLA FL 32502-5711

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Pensacola Sports Association Foundation, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

101 W. Main Street

Requester's name and address (optional)

6 City, state, and ZIP code

Pensacola, FL 32502

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	1	1	3	0	5	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Miriam Yarbrough Date ▶ 2-5-2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

October 15, 2020

Gulf Coast Crime Stoppers
Attn: Henrique Dias
1700 W. Leonard Street, Pensacola FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated October 14, 2020.

Dear Henrique Dias,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $18,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Gulf Coast Crime Stoppers DATE 10/14/2020

POINT OF CONTACT Henrique Dias PH# (850) 436-9541

EMAIL ADDRESS: hdias@escambiaso.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 12/01/2020 AMOUNT REQUESTED: $ 15,000 $18,000.

CHECK PAYABLE TO: Gulf Coast Crime Stoppers

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 1700 W. Leonard Street City Pensacola State FL Zip Code 32501

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief HD (Initial)

NAME OF CERTIFYING OFFICIAL
Henrique Dias

TITLE OF CERTIFYING OFFICIAL
Treasurer

SIGNATURE (Digital)

DATE
10/01/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☐	☐	AMOUNT APPROVED $18,000.00
SHERIFF		☑	☐	

CFO ASSISTANT

Date processed 10/15/20

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

DAVID MORGAN, SHERIFF

DATE 10/15/2020

ORIGINAL

ORGANIZATION/AGENCY NAME:

Gulf Coast Crime Stoppers

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

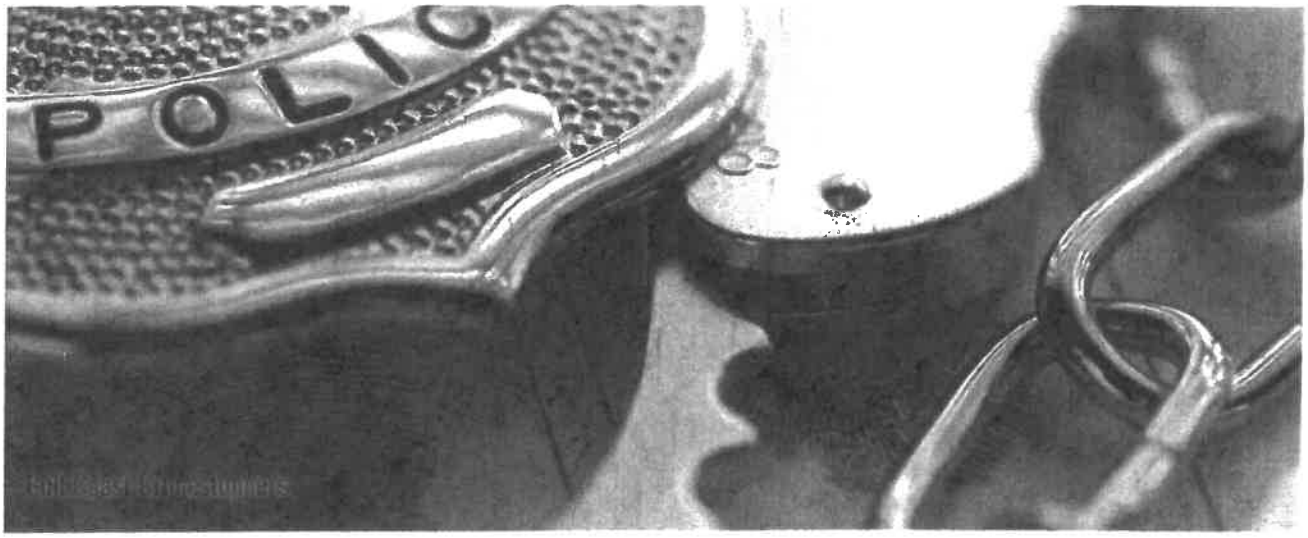
YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

See attachment.

Crimestoppers

Gulf Coast Crime Stoppe
Text "GCCS"+ your tip to CRIMES
Toll Free 1-877-422-TI



About Crime Stoppers

Gulf Coast Crime Stoppers is a 501(c)3 not-for-profit organization (charity). A civilian community board of directors provides direction as to the finan and promotional activities of the program. One of the board's most important jobs is to meet each month to evaluate arrests and decide on the size of rewards to be paid, up to $1,000 ($3,000 for homicides and certain other high profile crimes).

Like other Crime Stoppers programs in the state of Florida, Gulf Coast Crime Stoppers is primarily funded through a state grant program administered the Florida Attorney General's Office. What's unique is that this state program ISN'T funded by tax dollars! The money comes from a "Crime Stoppers Program Fee" that's part of the package of fines, fees and costs assessed on felony court cases. Each year, every Crime Stoppers program in the state receives a grant equaling the total amount of Crime Stoppers fees collected the previous year by the courts located in that program's jurisdiction. In other words, next year's rewards are paid for by this year's criminals! This annual grant pays for rewards, program advertising and some program operating costs, but it doesn't pay for everything. To pay for needs not covered by the grant, Gulf Coast Crime Stoppers accepts sponsorships from business and individuals throughout the community and holds a few fundraisers each year.

Does Crime Stoppers Work?

The answer is quite simply yes. Gulf Coast Crime Stoppers was founded in 1984 and received its first tip June 6 of that year. Two days later, the suspec was arrested and charged with 8 drug-related offenses; more than $2,500 in narcotics was seized. Since then, Gulf Coast Crime Stoppers has received nearly 45,000 tips resulting in tens of thousands of arrests and cases cleared and multiple millions of dollars in drugs seized and property recovered. Through 2013, the program had paid more than $650,000 in rewards.

The success of a Crime Stoppers program cannot be purely judged on statistics, however, other benefits have come to notice:

- A greater awareness in the community that there is a crime problem.
- A willingness by the community to fight back against crime if it is given the opportunity and motivation.
- Improved relationships between police, media, and the community.

Crime Stoppers is definitely here to stay. It has been accepted by police as a valid and effective investigative tool and the public, through its overwhelı response, appears to have accepted it as a more palatable alternative to traditional methods of giving information.

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: May 8, 2001

County of Escambia
Office of Sheriff
P. O. Box 18770
Pensacola, FL 32523-8770

Person to Contact:
Vicki Adams 31-04011
Customer Service Specialist
Toll Free Telephone Number:
8:00 A.M. to 9:30 P.M. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
59-6000601

Dear Sir or Madam:

This responds to your request for information concerning your organization's federal tax status.

Our records indicate that your organization may be a governmental instrumentality or a political subdivision of a state.

No provision of the Internal Revenue Code imposes a tax on the income of governmental units (such as states and their political subdivisions). Therefore, it has been the position of the Service that income of governmental units is not generally subject to federal income taxation. If, however, an entity is not itself a governmental unit (or an "integral part" thereof), its income will be subject to tax unless an exclusion or exemption applies.

One exclusion is provided by section 115(1) of the Code, which excludes from gross income:

(A) income derived from the exercise of any essential governmental function, and

(B) income accruing to a state or political subdivision.

Your organization's income may not be subject to tax, either because the organization is a governmental unit (or an "integral part" thereof), or because the income is excluded under section 115. In addition, your organization may also be eligible to receive charitable contributions, which are deductible for federal income, estate, and gift tax purposes. Also, your organization is probably exempt from many federal excise taxes.

Your organization may obtain a letter ruling on its status under section 115, following the procedures specified in Rev. Proc. 2000-4 or its successor. Your organization must also pay a user fee as described in Rev. Proc. 2000-8 or its successor.

Your organization may also qualify for exemption from federal income tax as an organization described in section 501(c)(3) of the Code. If the organization is an entity separate from the state, county, or municipal government, and if it does not have powers or purposes inconsistent with exemption (such as the power to tax or to exercise enforcement of regulatory powers), your organization would qualify under section 501(c)(3). To apply for exemption, complete Form 1023 and pay the required user fee.

County of Escambia
Office of Sheriff
59-6000601

Sometimes governmental units are asked to provide proof of their status as part of a grant application. If your organization is applying for a grant from a private foundation, the foundation may be requesting certain information from your organization because of the restrictions imposed by the Code on such foundations. One such restriction imposes a tax on private foundations that make any "taxable expenditures." Under section 4945(d) and (h) of the Code, "taxable expenditures" include (1) any grant to an organization (unless excepted), unless the foundation exercises "expenditure responsibility" with respect to the grant; and (2) any expenditure for non-charitable purposes. Under section 4942 of the Code, private foundations must also distribute certain amounts for charitable purposes each year--"qualifying distributions"--or incur a tax on the undistributed amount. "Qualifying distributions" include certain amounts paid to accomplish charitable purposes.

Private foundation grants to governmental units for public or charitable purposes are not taxable expenditures under these provisions, regardless of whether the foundation exercises "expenditure responsibility." Under section 53.4945-5(a)(4)(ii) of the Foundation and Similar Excise Tax Regulations, expenditure responsibility is not required for grants for charitable purposes to governmental units (as defined in section 170(c)(1) of the code). Similarly, grants to governmental units for public purposes are "qualifying distributions", under section 53.4942(a)-3(a) of the regulations; and, if they are for charitable purposes, will not be taxable expenditures, under section 53.4945-6(a) of the regulations. Most grants to governmental units will qualify as being for charitable (as well as public) purposes.

Because of these restrictions, some private foundations require grant applicants to submit a letter from the Service determining them to be exempt under section 501(c)(3) and classified as a non-private foundation. Such a letter, or an underlying requirement that a grantee be a public charity, is not legally required to be relieved from the restrictions described above, when the prospective grantee is a governmental unit and the grant is for qualifying (public or charitable) purposes.

We believe this general information will be of assistance to your organization. This letter, however, is not a ruling and may not be relied on as such. If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012621905C-3	11/30/2017	11/30/2022	COUNTY GOVERNMENT

This certifies that

ESCAMBIA COUNTY SHERIFFS OFFICE
1700 W LEONARD ST
PENSACOLA FL 32501-1122

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Escambia County Sheriff's Office

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1700 W. Leonard Street

6 City, state, and ZIP code

Pensacola, FL 32501

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	6	0	0	0	6	0	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** September 19, 2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

October 19, 2020

Onbikes Pensacola Inc.
Attn: Alex Andrade
1250 E. Fisher Street, Pensacola FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated October 15, 2020.

Dear Alex Andrade,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $7500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTIONAL/ADVERTISING OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: onbikes Pensacola DATE 10/15/2020

POINT OF CONTACT Walker Wilson & Alex Andrade PH# (850) 485-1889

EMAIL ADDRESS: onbikespensacola@gmail.com ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 11/07/2020 AMOUNT REQUESTED: $ 10,000 $7,500.00

CHECK PAYABLE TO: onbikes Pensacola

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 1250 E. Fisher St City Pensacola State Fl Zip Code 32503

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (Initial)

NAME OF CERTIFYING OFFICIAL James Walker Wilson

TITLE OF CERTIFYING OFFICIAL President

SIGNATURE (Digital)

DATE 10/15/2020

STATE USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☐	☐	
CHIEF		☐	☐	AMOUNT APPROVED $2,500.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 10/19/20

DAVID MORGAN, SHERIFF

DATE 10/19/2020

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

onbikes Pensacola

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Onbikes Pensacola, inc. was created in 2016 to provide children with the opportunity to experience independence for the first time. Onbikes Pensacola's missions is to provide evety underprivileged and foster child with a brand new bike, helmet, and lock to call their own. Since our inception, in the summer of 2016, onbikes has distributed 2,200 bikes to children in our community. To raise awareness and additional funds for our mission, onbikes will host a bike ride and celebration in Downtown Pensacola on December 19th.

Our goal this year is to provide 550 bikes to children at our Annual Bike Build on November 21st at the Pensacola Bay Center. Without these bikes, many of these teenagers will continue to struggle to get to jobs or to school. Onbikes also recognizes the need to provide bike locks and helmets for every child receiving a bike. We intend to use this grant to maintain an active inventory of bike locks and helmets for the children receiving bicycles through our program.

Onbikes is an annual event, and hopes to provide bicycles to local children in the Spring of 2021 as well as this Christmas. This grant will allow onbikes to focus on providing the maximum number of bicycles possible, and not need to divert resources to make sure each bike is equipped with a lock and helmet.

This grant would be used for onbikes' 2020/2021 drive and would make the Escambia County Sheriff's Office the official sponsor of our Annual Bike Build with hundreds of volunteers present and hildren & charities receiving bikes.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 29 2016

ONBIKES PENSACOLA INC
350 WEST CEDAR STREET SUITE 100
PENSACOLA, FL 32502-0000

Employer Identification Number:
81-3322216
DLN:
26053610001626
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 21, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

ONEBIKES PENSACOLA INC

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 5436

D000033 12/10/16

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8017128570C-8	12/05/2016	12/31/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ONBIKES PENSACOLA INC
350 W CEDAR ST
PENSACOLA FL 32502-4910

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
OnBikes Pensacola, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1250 E Fisher St.

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32503

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
8	1	-	3	3	2	2	2	1	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 10/15/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Florida Department of Agriculture and Consumer Services
Division of Consumer Services

NICOLE "NIKKI" FRIED
COMMISSIONER

CHARITABLE ORGANIZATIONS/SPONSORS REGISTRATION APPLICATION

Solicitation of Contributions Act
Chapter 496, Florida Statutes
Rule 5J-7.004, Florida Administrative Code

1-800-HELP-FLA (435-7352)
850-410-3800 *Calling Outside Florida*
www.800helpfla.com • 850-410-3804 *Fax*

Make check or money order payable and remit application to:
FDACS
P.O. Box 6700
Tallahassee, FL 32314-6700

All documents and attachments submitted with this application are subject to public review pursuant to Chapter 119, F.S.

Application Information

License Number: CH49029

Business Information

Legal Name: ONBIKES PENSACOLA, INC.

FEIN: 81-3322216

Business Phone: 850-454-9628

Business Address: 20 N L St.
PENSACOLA Florida 32502

Mailing Address: 20 N L St.
PENSACOLA Florida 32502

Email Address: courtneycobia@gmail.com

Website Address: www.onbikespensacola.org

Fictitious Names** Not Applicable

**All fictitious names must be registered with the Division of Corporations. If business is a corporation then 'Name' is the legal name of the business as listed with the Division of Corporations. You must list all names under which you intend to do business.

Organization Information

Form of Organization: Corporation

FEIN: 81-3322216

Established In: Florida **Legally Established:** 7/21/2016

Business Details

Month/Day fiscal year ends: 12/31

Organization's Internal Revenue Service Status: 501(c)(3)

Purpose of the Organization:

THE PRIMARY PURPOSE OF THE ORGANIZATION IS TO PROVIDE BIKES TO UNDERPRIVILEGED CHILDREN IN THE NORTHWEST FLORIDA AREA.

Purpose for which the contributions are used:

THE PRIMARY PURPOSE AND USE FOR THE PROCEEDS WILL BE/ARE USED TO PURCHASE BIKES FOR UNDERPRIVILEGED CHILDREN IN THE NORTHWEST FLORIDA AREA, AND, SECONDLY, FOR EXPENSES RELATED TO A FUNDRAISING EVENT TO RAISE ADDITIONAL FUNDS TO PURCHASE MORE BIKES FOR SAID CHILDREN.

Major Program activities:	WE HOST AN ANNUAL SLOW BIKE RIDE EACH DECEMBER WHERE PARTICIPANTS PAY A REGISTRATION FEE TO PARTICIPATE IN A BIKE RIDE IN DOWNTOWN PENSACOLA. WE HOST TWO BIKE BUILDS EACH YEAR TO BUILD THE BIKES THAT ARE DONATED TO THE CHILDREN (NO FEE ASSOCIATED WITH THIS EVEN FOR PARTICIPANTS). THE REMAINDER OF OUR MONEY IS COLLECTED THROUGH SPONSORSHIPS FROM COMMUNITY BUSINESSES AND INDIVIDUALS.

License History

Is this organization authorized by any other state to solicit contributions:	No
Has this organization been engaged in Unlawful practices?:	No
Has the organization had its registration denied?:	No
Has the organization voluntarily entered into an assurance of voluntary compliance(AVC) or agreement similiar to Florida Statutes?:	No

Conflict of Interest

Have all directors, officers and trustees read and complied with the conflict of interest statement for the organization?:	Yes

Owner/Management Information

Officer 1

Name:	ALEX ANDRADE
Title:	Vice President
Phone:	954-816-3395
Address:	350 W CEDAR ST STE 100 PENSACOLA Florida 32502-4911

Criminal History Questions

1. Is this person exempt from Public Records? [s. 119.071(4), F.S.] *No*
2. Is this person compensated? *No*
3. Has this person been convicted of, found guilty of, pled guilty or nolo contendere to, or been incarcerated within the last 10 years as a result of having previously been convicted of, or found guilty of, or pled guilty or nolo contendere to, any felony, or crime involving fraud, theft, larceny, embezzlement, fraudulent conversion, misappropriation of property, or any crime arising from the conduct of a solicitation for a

charitable organization or sponsor within the last 10 years? [s. 496.405(2)(d)5, F.S.] *No*

4. Has this person been enjoined from violating any law relating to a charitable solicitation? [s. 496.405(2)(d)6, F.S.] *No*

Officer 2

Name:	WALKER WILSON
Title:	In Charge of Distribution In Charge of Solicitation President
Phone:	850-485-1889
Address:	350 W CEDAR ST STE 100 PENSACOLA Florida 32502-4911

Criminal History Questions

1. Is this person exempt from Public Records? [s. 119.071(4), F.S.] *No*

2. Is this person compensated? *No*

3. Has this person been convicted of, found guilty of, pled guilty or nolo contendere to, or been incarcerated within the last 10 years as a result of having previously been convicted of, or found guilty of, or pled guilty or nolo contendere to, any felony, or crime involving fraud, theft, larceny, embezzlement, fraudulent conversion, misappropriation of property, or any crime arising from the conduct of a solicitation for a charitable organization or sponsor within the last 10 years? [s. 496.405(2)(d)5, F.S.] *No*

4. Has this person been enjoined from violating any law relating to a charitable solicitation? [s. 496.405(2)(d)6, F.S.] *No*

Officer 3

Name:	COURTNEY COBIA
Title:	In Charge of Distribution Treasurer
Phone:	850-454-9628
Address:	20 N L St. PENSACOLA Florida 32502

Criminal History Questions

1. Is this person exempt from Public Records? [s. 119.071(4), F.S.] *No*

2. Is this person compensated? *No*

3. Has this person been convicted of, found guilty of, pled guilty or nolo contendere to, or been incarcerated within the last 10 years as a result of having previously been convicted of, or found guilty of, or pled guilty or nolo contendere to, any felony, or crime involving fraud, theft, larceny, embezzlement, fraudulent conversion, misappropriation of property, or any crime arising from the conduct of a solicitation for a charitable organization or sponsor within the last 10 years? [s. 496.405(2)(d)5, F.S.] *No*

4. Has this person been enjoined from violating any law relating to a charitable solicitation? [s. 496.405(2)(d)6, F.S.] *No*

Officer 4

Name:	JESSICA C ANDRADE
Title:	Secretary

Phone: 850-982-3334

Address: 350 W CEDAR ST STE 100
PENSACOLA Florida 32502-4911

Criminal History Questions

1. Is this person exempt from Public Records? [s. 119.071(4), F.S.] *No*
2. Is this person compensated? *No*
3. Has this person been convicted of, found guilty of, pled guilty or nolo contendere to, or been incarcerated within the last 10 years as a result of having previously been convicted of, or found guilty of, or pled guilty or nolo contendere to, any felony, or crime involving fraud, theft, larceny, embezzlement, fraudulent conversion, misappropriation of property, or any crime arising from the conduct of a solicitation for a charitable organization or sponsor within the last 10 years? [s. 496.405(2)(d)5, F.S.] *No*
4. Has this person been enjoined from violating any law relating to a charitable solicitation? [s. 496.405(2)(d)6, F.S.] *No*

Officer 5 - Removed

Name: GRAYSON MILLER

Title:

Phone: 850-712-3815

Address: 350 W CEDAR ST STE 100
PENSACOLA Florida 32502-4911

Officer 6

Name: CAMERON TOWNES

Title: Director

Phone: 850-748-4061

Address: 350 W CEDAR ST STE 100
PENSACOLA Florida 32502-4911

Criminal History Questions

1. Is this person exempt from Public Records? [s. 119.071(4), F.S.] *No*
2. Is this person compensated? *No*
3. Has this person been convicted of, found guilty of, pled guilty or nolo contendere to, or been incarcerated within the last 10 years as a result of having previously been convicted of, or found guilty of, or pled guilty or nolo contendere to, any felony, or crime involving fraud, theft, larceny, embezzlement, fraudulent conversion, misappropriation of property, or any crime arising from the conduct of a solicitation for a charitable organization or sponsor within the last 10 years? [s. 496.405(2)(d)5, F.S.] *No*
4. Has this person been enjoined from violating any law relating to a charitable solicitation? [s. 496.405(2)(d)6, F.S.] *No*

Employee Information

Other Employees: Not Applicable

Branch offices, Chapters or Affiliates

Other Locations: Not Applicable

Professional Solicitors

Other Locations: Not Applicable

Fundraising Consultants

Other Locations: Not Applicable

Commercial Co-venturers

Other Locations: Not Applicable

Financial Statement

Fiscal year ending: 12/31/2017

Financial statement source: 990 EZ and Schedule O

Uploads Attached: Yes

Attached Documents

1. **Name:** OnBikes 990EZ.pdf
   Type: Financial Information
   Desc: onbikes Pensacola 990EZ

Supporting Documents(List of Sources and Amounts)

1. **Name:** OnBikes Conflict of Interest.pdf
   Type: Conflict of interest annual certification
   Desc: onbikes Pensacola Conflict of interest

Application Questionnaire

Did the charitable organization or sponsor receive $25,000 or more in total revenue during the immediately preceding fiscal year?:	Yes
Are the fundraising activities of the charitable organization or sponsor carried on by any compensated volunteers, members, or officers ?:	No
Are any part of the assets or income of the organization or sponsor inured to the benefit of or paid to any officer or member?:	No
Does the charitable organization or sponsor utilize a professional fundraising consultant, professional solicitor, or commercial co-venture?:	No

Registration application Type

Registration Application Type: Charitable

Registration Fee: 75

Preparer Information

First Name: Courtney

Last Name: Cobia

Phone Number: 850-454-9628

Signature Information

* ☑ I declare under penalty of perjury that all of the information provided in this application and in any exhibits attached hereto, is true and correct.

and further state as follows:

* ☑ I have read the registration application and know the contents thereof; and

* ☑ The registration application is made for the purpose of complying with the provisions of Chapter 496, Florida Statutes, Solicitation of Contributions Act

Signature Name: Courtney Cobia

Signature Date: 4/30/2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18799 **County Administrator's Report 10. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/05/2020
Issue: Hurricane Sally Update
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

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

That the Board discuss the status of Hurricane Sally recovery.

BACKGROUND:
On September 14, 2020, Florida Governor Ron DeSantis declared a State of Emergency, due to the imminent threat of Hurricane Sally. Hurricane Sally made landfall on September 16, 2020, causing substantial damage to Escambia County.

On September 24, 2020, President Trump approved a Major Disaster Declaration for Escambia County, for all public assistance, including direct federal assistance, for emergency work and the repair or replacement of disaster-damaged facilities.

On October 2, 2020, Escambia County received a FEMA Disaster Declaration for Individual Assistance.

Escambia County has Contracts with three Debris Hauling Companies and debris cleanup is currently ongoing.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18850 **County Administrator's Report 10. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/05/2020
Issue: State Aid to Libraries Grant, Certification of Hours, Free Services, and Access to Materials
From: TODD HUMBLE, Library Services Director
Organization: Library Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State to Libraries Grant Application, Certification of Hours, Free Library Service, and Access to Materials - Todd Humble, Library Services Department Director

That the Board take the following action:

A. Approve the State Aid to Libraries Grant Agreement between the State of Florida, Department of State, and the Escambia County Board of County Commissioners (BCC), for and on behalf of West Florida Public Library System;

B. Authorize the Chairman to sign the Agreement with Section (37) Mandated Conditions, that "This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue of location for any legal action arising under this Agreement will be Leon County, Florida";

C. Authorize the Clerk of the Courts to sign the Agreement; and

D. Approve and authorize the Chairman to sign the Florida Department of State Division of Library and Information Services State to Libraries Grant Application Certification of Hours, Free Library Service and Access to Materials, which certifies the following statements are true for West Florida Public Libraries from October 1, 2018, through June 30, 2021:

1. Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;

2. Provides access to materials, information and services for all residents of the

area served; and

3. Has at least one library, branch library, or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

[Funding: The State Aid to Libraries Program provides annual funding to eligible recipients for the operation and maintenance of public libraries. The funds will be included in the Fiscal Year 2020/2021 Annual Budget for the West Florida Public Libraries when received.]

BACKGROUND:

Pursuant to 257.17, Florida Statutes, the State Aid to Libraries Program provides annual funding to eligible recipients for the operation and maintenance of public libraries. The Florida Department of State, Division of Library and Information Services is the administrator and implements the program. In accordance with the program requirements, the Division requires that the governing body of the library system make application and certify eligibility for receipt of said funding. The Division has designated the Board of County Commissioners with authority to certify eligibility for Grant funds. As the designated fiscal agent for the West Florida Public Libraries, the County will have the authority to receive and disburse said funds in accordance with the program requirements.

BUDGETARY IMPACT:

The funds will be included in the Fiscal Year 2020/2021 annual budget for the West Florida Public Libraries when received. The final amount is determined based on Escambia County Library Services expenditures, the number of library agencies that apply, and the total amount of funds available to distribute statewide. The award is proportional to libraries that meet all Grant requirements based on their previously audited expenditures. Although the exact amount is not known at this time, it is estimated to be $120,000, in funding to benefit the citizens of Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The state of Florida will execute the Contract in Leon County in 2021. The audited expenditure reports have already been submitted, but this final document is needed to to authorize the acceptance of these funds in 2021.

This form has been signed by Matthew Shaud.

PERSONNEL:

No additional staff needed to complete the Grant requirements.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Grant Application and Certification of Hours must be approved and signed to apply for the expected $120,000 in State Aid to Libraries.

IMPLEMENTATION/COORDINATION:

The Library Director will submit the BCC approved Grant and Certification of Hours to the state to complete all implementation requirements.

Attachments

State Aid Grant Agreement
Certification of Hours

STATE AID TO LIBRARIES GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND Escambia County Board of County Commissioners for and on behalf of West Florida Public Library System

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Escambia County Board of County Commissionersfor and on behalf of West Florida Public Library System, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2020-21 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes.* By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2018 - September 30, 2019.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2018 through June 30, 2021. The Grantee shall:

- Have a single administrative head employed full time by the library's governing body;
- Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provide access to materials, information and services for all residents of the area served; and
- Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task 1

Payment will be an advance in the amount of 50% of the grant award for the period October 1, 2018 through June 30, 2021. The Grantee will:

- Have expended funds to provide free library service during the period October 1, 2018 - September 30, 2019;
- Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2018 - September 30, 2019 only; and
- Provide the Certification of Credentials for the Single Administrative Head.

Payment 2, Deliverable/Task 2

Payment will be an advance in the amount of 50% of the grant award for the period October 1, 2018 through June 30, 2021. The Grantee will:

- Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement; and
- Provide a Certification of Hours, Free Library Service and Access to Materials.

c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. Length of Agreement. This Agreement covers the period of October 1, 2018 to June 30, 2021, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2018) and concludes with the end of the State of Florida's current fiscal year (June 30, 2021).

3. Expenditure of Grant Funds. Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2018 – September 30, 2019) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B. No costs incurred after the second preceding fiscal year shall be allowed unless specifically authorized by the Division.

4. Contract Administration. The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days

of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: marian.deeney@dos.myflorida.com

For the Grantee:

Todd Humble
West Florida Public Library System
239 North Spring Street Pensacola Florida 32502-4822
Phone: 850.436.5042
Email: tjhumble@mywfpl.com

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the Fiscal Year 2020-21 State Aid to Libraries Final Grants document (Attachment B), which shall be paid by the Division in consideration for the Grantees minimum performance as set forth by the terms and conditions of this Agreement. Payment will be made in accordance with the completion of the Deliverables.

   The grant payment schedule is outlined below:

   a) The first payment will be 50% of the grant award. Payment will be made in accordance with the completion of the Deliverables.

   b) The second payment will be 50% of the grant award. Payment will be made in accordance with the completion of the Deliverables.

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. The form also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must**

be submitted by the Grantee to the Division before or with the executed Agreement.

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

   The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

   Use the following text:

   "This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State's Division of Library and Information Services."

10. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of January 2020), incorporated by reference, which are available online at https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf.

    Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes.*

12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of January 2020) (https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf), incorporated by reference.

13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, Florida Statutes. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least $750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.

15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.

16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.

17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

18. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

    a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;

b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;

d) The name of the account(s) must include the grant award number;

e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and

f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

20. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

21. Lobbying. The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

22. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

23. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

24. Liability. The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section18, Noncompliance.

26. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

27. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

28. Termination of Agreement. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

29. Preservation of Remedies. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

30. Non-Assignment of Agreement. The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

31. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

a) Procurement of Goods and Services Not Exceeding $35,000. The Grantee must use the applicable procurement method described below:

1. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 do not require competition and may be conducted at the Grantee's discretion.

2. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

b) Procurement of Goods and Services Exceeding $35,000. Goods and services costing over $35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

32. Conflicts of Interest. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

33. Binding of Successors. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

34. Employment of Unauthorized Aliens. The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs

unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2020)), incorporated by reference).

37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

a) This Agreement
b) Florida Single Audit Act Requirements (Attachment A)
c) Fiscal Year 2020-21 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

BCC Approved: _____

Date: _____

Approved as to form and legal sufficiency.

By: Matthew R. Shaud
Title: Assistant County Attorney
Date: October 13, 2020

Department of State

By: _____

Amy Johnson, Director
Division of Library and Information Services
Department of State, State of Florida
Typed name and title

_____
Date

_____
Witness

_____
Date

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 *CFR* 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 *CFR* §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, will meet the requirement of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements, the cost of the audit must be

paid from non-federal resources (i.e. the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.* ; Rule Chapter 69I-5 F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.* , and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
http://www.leg.state.fl.us/

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:
   A. The Department of State at each of the following addresses:

      Office of Inspector General

Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of State at each of the following addresses:
Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:
Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97 F.S. and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;
CSFA Number. 45.030
Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

ATTACHMENT B
Fiscal Year 2020-21 State Aid to Libraries Final Grants

FLORIDA DEPARTMENT OF STATE

DIVISION OF LIBRARY AND INFORMATION SERVICES

STATE AID TO LIBRARIES GRANT APPLICATION

Certification of Hours, Free Library Service and Access to Materials

The Escambia County Board of County Commissioners, governing body for the West Florida Public Library System hereby certifies that the following statements are true for the time period October 1, 2018 through June 30, 2021:

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provides access to materials, information and services for all residents of the area served; and
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

Signature

_____ _____

Steven Barry, Chairman Date

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18854 **County Administrator's Report 10. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/05/2020
Issue: Local Government Contribution for SAIL Housing Tax Credit Applications through Florida Housing Finance Corporation
From: CLARA LONG, Department Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

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

A. Approve or reject the Applications submitted for the State Apartment Incentive Loan (SAIL) financing through Florida Housing Finance Corporation (FHFC), under RFA 2020-205-Meadowbrook Senior, Westover Senior Apartments, and 901 S. Old Corry Field Road Family Housing; and

B. Authorize the County Administrator to sign the Local Government Contribution of Loan Form, in the amount of $137,500 ($37,500 minimum contribution plus $100,000 special needs set aside), for approved multi-family developments applying for State Apartment Incentive Loan (SAIL) financing through Florida Housing Finance Corporation (FHFC), under RFA 2020-205.

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

BACKGROUND:

Florida Housing Finance Corporation (FHFC) has opened competitive Request For Applications (RFA) for multifamily developments interested in State Apartment Incentive Loan (SAIL) funding. RFA 2020-205 SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits, with a deadline to FHFC of November 12, 2020. The Board authorized accepting Applications for this funding cycle at the September 3, 2020, BCC meeting (Exhibit I). A local government contribution of $37,500 (Exhibit II) is required for a developer to receive maximum points during the scoring process with FHFC. State Apartment Incentive Loan (SAIL) program is funding available from the state to be used as gap financing in conjunction with Bond financing and non-competitive housing credits. There is no guarantee of a development being selected for funding by the state as FHFC accepts multiple applications statewide with limited funding available.

Three Applications were received by the advertised deadline as follows:

DEVELOPMENT	ADDRESS	UNIT COUNT	TYPE	SET ASIDE UNITS	AVERAGE SCORING
Meadowbrook Senior	1200 N. 57th Avenue	144	Elderly	2 (Special Needs)	83.875
Westover Senior Apartments	4416 Westover Avenue	60	Elderly	2 (Special Needs)	77.75
901 S. Old Corry Field Rd. Family Housing	901 S. Old Corry Field Road	126	Family	2 (Special Needs)	80.375

Due to the size of the application materials, only application summaries for each development have been provided. Hard copies of each Application are available for review in the Neighborhood Enterprise Division office. The summary application for Meadowbrook Senior is provided as Exhibit III, with reviewer comments as Exhibit IV. Westover Senior is provided as Exhibit V, with reviewer comments as Exhibit VI. Old Corry Field Road Family Housing is provided as Exhibit VII, with reviewer comments as Exhibit VIII.

All developments have requested $100,000 in addition to the minimum local government contribution of $37,500, since all have made a commitment to set aside two of the units to extremely low income homeless, formerly homeless, or special needs households. The units must be reserved for extremely low income households and the rent limit cannot exceed the 30% rent limits based on bedroom size. Provision of a homeless or special needs set aside enables the County to help meet SHIP mandated extremely low income and special needs set asides.

Documents related to RFA 2020-205 SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bonds and

Non-Competitive Housing Credits is available online here

BUDGETARY IMPACT:

The statewide housing tax credit application process through Florida Housing Finance Corporation (FHFC) is extremely competitive, so there is no guarantee of any project being funded in Escambia County as developments are competing for funds across the state.

Fund 120/SHIP and/or Fund 124/Escambia Affordable Housing funds will only be provided in the event that a development is awarded financing through FHFC during this application cycle. Developments awarded funding by FHFC will be brought back to the Board to formally commit funding and the most recent County allocation year will be used at the time of the award.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Potential funding commitments must be reviewed and approved by the Board.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Neighborhood Enterprise Division will coordinate execution of the form(s) to the developer(s) as needed.

Attachments

Ex I-SAIL RFA 2020-205 application
Ex II-LG Contribution Loan Form
EX III-Meadowbrook Summary App
Ex IV-Meadowbrook Reviewer Comments
Ex V-Westover Summary App
Ex VI-Westover Reviewer Comments
Ex VII-Old Corry Summary App
Ex VIII-Old Corry Reviewer Comments

ESCAMBIA COUNTY, FLORIDA
LOCAL GOVERNMENT CONTRIBUTION APPLICATION
FOR FHFC HOUSING TAX CREDITS
[RFA 2020-205]

GENERAL INFORMATION:

This application is solely for the use of applicants seeking the required minimum Local Government Contribution for proposed developments for application to Florida Housing Finance Corporation (FHFC) RFA 2020-205 SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits.

This application and supporting documents may be found online at: https://myescambia.com/our-services/neighborhood-human-services/neighborhood-enterprise/rental-programs

Questions may be submitted to HTCapp@myescambia.com

FUNDING:

Funding to be provided by Escambia County State Housing Initiatives Partnership (SHIP) Program and/or Escambia County Affordable Housing program funds will be available only for proposals that meet the County's criteria. Successful applicants must comply with all rules and regulations of the County's housing programs. Funding is subject to availability. In each instance, the minimum contribution required by FHFC will be provided.

Escambia County funding will be in the form of a deferred loan, with the provided amount depreciating over the term of the loan, provided the property is not in default of program agreement and mortgage terms. Escambia County reserves the right to amend and/or rescind this funding opportunity at any time prior to the final award and approval of any contract by the Board of County Commissioners.

HOMELESS/SPECIAL NEEDS SET ASIDE FUNDING:

If developer will commit to set aside TWO (2) units for a homeless or special needs set aside units, an additional $100,000 will be provided by the County over and above the minimum contribution required by FHFC. The units must be reserved for an extremely low income (ELI) household or individual according to current income limits, and rent limits on the units must not exceed the current 30% limits for the SHIP Program based on bedroom size as provided by FHFC. The developer may set aside two homeless units, two special needs units, or one of each; the set aside unit requirement to obtain the additional funding is TWO units total.

For homeless units, the developer would commit to working with Opening Doors Northwest Florida (the local homeless Continuum of Care) to receive referrals from homeless/formerly homeless households transitioning out of COC or locally funded permanent supportive housing. An approved Memorandum of Understanding or Agreement with Opening Doors is not required for this application, but must be provided in advance of the County providing funds.

For special needs units, the developer would need to commit to providing units specifically for households that meet the definition of special needs as defined in Section 420.0004(13) F.S., which is a household receiving benefits from Social Security Disability Insurance, Supplemental Security Income, or Veteran's Disability; a domestic violence survivor; a young adult formerly in foster care; or a household with a disabling condition requiring independent living services.

The current 30% SHIP income and rent limits (effective 4/1/20) for Escambia County are as follows (please note that FHFC Multifamily Rental Program Extremely Low Income and rent limits posted for Escambia County may differ from the amounts below):

Household Size	Income Limit
1	$13,700
2	$16,460
3	$20,780
4	$25,100

Bedroom Size	Monthly Rent Limit
0	$342
1	$377
2	$519
3	$681

TERMS AND CONDITIONS:

1. If awarded funding by FHFC, applicants acknowledge the following regarding Escambia County funding:
   a. All units supported by County funds must remain affordable for a minimum of 15 years from the occupancy date.
   b. If funding is approved by FHFC, an Agreement will be entered with the Board of County Commissioners prior to official award of Escambia County funding.
   c. A mortgage and note will be filed against the property. Escambia County acknowledges that this mortgage will be subordinate to other development funding.
   d. Funding will be in the form of a deferred loan, with the loan amount depreciating over the term of the loan provided that the project is not in default.
   e. The County will require annual monitoring of the project for compliance with occupancy, rent and income limits, resident program offerings, and property conditions.
2. Applicants acknowledge that all information provided in this application is considered a public record to the extent of the State of Florida public records law.
3. If selected by the County for the local government contribution, the developer will be required to utilize the Escambia County Housing Finance Authority (ECHFA) for issuance of any tax-exempt bonds.
4. Funding commitments are good through June 30, 2021 for RFA 2020-205.
5. Incomplete applications will not be considered.
6. The County reserves the right, at its discretion, to waive minor informalities or irregularities in any responses, request clarification/information from the applicants, reject any or all responses in whole or

in part, with or without cause, and accept any response, which in the County's judgment will be in the County's best interest.

7. Scoring criteria is provided at the end of this document.
8. Any clarification, correction, or change to this application will me made via a written addendum to be made available online at the site above. Any oral or other type of communication regarding this application is not binding.

IMPORTANT DATES:

Please review the following dates and deadlines for each applicable FHFC Request For Applications (RFA). Applications received after the deadline will not be considered.

	RFA 2020-205
Application Deadline:	5 p.m., October 12, 2020
Board of County Commissioners Meeting:	9 a.m., November 5, 2020

THRESHOLD REQUIREMENTS:

Applications that do not meet the following basic project thresholds will not be considered by the Escambia County Board of County Commissioners. All threshold requirements must be met at the time of application.

1. Escambia County Local Contribution Application form completed in its entirety (attached)
2. Preliminary Site Plan and Elevation
3. Executed FHFC Ability to Proceed Forms (5) as follows:
   a. Verification of Availability of Infrastructure-Roads
   b. Verification of Availability of Infrastructure-Water
   c. Verification of Availability of Infrastructure-Sewer Capacity, Package Treatment or Septic Tank
   d. Verification of Availability of Infrastructure-Electricity
   e. Local Government Verification that Development is Consistent with Zoning and Land Use Regulations
4. Submission of Pre-Application Development Review from Escambia County Development Services for unincorporated County Projects or Predevelopment Review for City Projects with written comments. The address and site considered for review and funding under this RFA must match the address and site reviewed by the applicable review body.
   a. UNINCORPORATED ESCAMBIA COUNTY PROJECTS: Pre-application meetings are held Wednesdays. Contact 850-595-3472 or developmentreview@myescambia.com to set up an preapplication meeting. Please review the submittal deadlines and complete the "Commercial Site Pre-Application Submittal Checklist" form from https://myescambia.com/our-services/development-services/development-review/development-review-forms . Submission will include a Transmittal Letter, Project Information Form, Project Narrative, and Preliminary Site plans to scale. Please note

that the County pre-application review comments are only valid for 12 months. The pre-application must be current at the time of the application deadline.

b. CITY OF PENSACOLA PROJECTS: Development reviews are held Wednesdays at 9 a.m. Contact the City Planning office (http://www.ci.pensacola.fl.us/289/One-Stop-Development) at 850-435-5655 or DevelomentReview@cityofpensacola.com for more information. *You must also contact Marcie Whitaker, City Housing Director, at 850-858-0350 or at* mwhitaker@cityofpensacola.com *to inform of your attendance at the City Preapplication Review.*

5. Evidence of Site Control as documented by a deed or certificate of title, eligible contract, or long term lease per the definitions outlined in the applicable FHFC RFA.
6. Project Proforma and proposed sources and uses statement
7. Development Team Information: Developer to provide proof of 5 years' experience in workforce or affordable housing, including information on the development team structure
8. Property Management Team Information: Developer to provide information on experience of proposed property management team
9. Evidence of Community Outreach. Developer must provide evidence of direct notification to property owners within 2500 feet of the proposed development by submission of the property owner contact list utilized as well as any other available confirmation. Copies of flyers, emails, mailouts, advertising, agendas, minutes, sign-in sheets or other evidence indicating review of the proposed project through community meeting(s) with area residents. Please notify the County in advance at HTC@myescambia.com of the date and time of the meeting. Due to COVID-19, the County encourages virtual meetings, creation of a webpage containing project details, and/or acceptance of online or email comments regarding the project.
10. Verification that Project is not located in a FEMA Mapped Special Flood Hazard Area. Staff will verify based on project location.
11. Verification that Project is not located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area. No projects in Census Tract 16. Staff will verify based on project location.
12. Applicant or its principals may not be debarred from federal projects or from FHFC projects. Developer may not be on FHFC's non-compliance listing for ANY REASON. Applicant or its principals may not be in default with any County housing programs.

SUBMISSION INSTRUCTIONS:

Submit one (1) original and four (4) copies of the entire application by mail or hand delivery no later than the due date and time listed in the application to:

Escambia County Neighborhood Enterprise Division
FHFC Housing Tax Credit Applications
Meredith Reeves, Division Manager
221 Palafox Place, Suite 200
Pensacola, FL 32502

GENERAL INSTRUCTIONS:

* NO ELECTRONIC COPIES WILL BE ACCEPTED
* Originals and copies must be submitted in the order given below, with labeled tab dividers corresponding to the Attachments and Appendices. Originals and copies must be three hole punched on the left side. Copies may be double sided.
* submit the entire application on one Disk or Thumb Drive with all of the below information.

SUBMISSION FORMAT:

APPLICATION (pages 6-11)

ATTACHMENTS (threshold requirement):
Attachment 1: Preliminary Site Plan and Elevation
Attachment 2: FHFC Ability to Proceed Forms
Attachment 3: Pre-Application Development Review with written comments
Attachment 4. Evidence of Site Control
Attachment 5: Proforma and Sources & Uses Statement
Attachment 6: Development Team Information
Attachment 7: Property Management Team Information
Attachment 8: Evidence of Community Outreach

APPENDICES:
Appendix A: Listing of affordable/workforce properties developed or owned in Escambia or Santa Rosa Counties
Appendix B: Listing of affordable or workforce properties managed by property management team in Escambia or Santa Rosa Counties
Appendix C: Design Compatibility Narrative
Appendix D: Local Contractor Verification(s)
Appendix E: Local Partnership Verification(s)
Appendix F: Community Support Verification
Appendix G: Local Community Benefits Narrative
Appendix H: Ability to Proceed Narrative
Appendix I: Additional information requested from DEVELOPER EXPERIENCE SECTION (if applicable)

APPLICATION

1. THRESHOLD REQUIREMENTS:

The following items are thresholds and must ALL be answered YES to be considered for funding. Please acknowledge your responses by checking "yes" or "no" in the columns below.

		Staff Verification
1. Did the developer supply a preliminary site plan and elevation?	☐ YES ☐ NO	
2. Did the Developer provide the five executed FHFC ability to proceed forms?	☐ YES ☐ NO	
3. Did the Developer provide a pre-application review with written comments from Escambia County or the City of Pensacola as appropriate?	☐ YES ☐ NO	
4. Did the developer provide executed evidence of site control?	☐ YES ☐ NO	
5. Did the developer provide a development proforma and sources and uses statement?	☐ YES ☐ NO	
6. Did the developer provide information on the development team?	☐ YES ☐ NO	
7. Did the developer provide information on the property management team?	☐ YES ☐ NO	
8. Did the developer provide evidence of community outreach?	☐ YES ☐ NO	
9. Project is NOT located in a FEMA mapped Special Flood Hazard Area?	☐ YES ☐ NO	
10. Project is NOT located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area (Census Tract 16)	☐ YES ☐ NO	
11. The developer or its principals are NOT debarred from federal projects or FHFC projects and developer is not on FHFC's or Escambia County's non-compliance listing for any reason	☐ YES ☐ NO	

2. CONTACT INFORMATION:

Applicant Name: _____

_____

Mailing Address: _____

Email Address: _____

Phone Number: _____

Primary Contact/Title: _____

Secondary Contact/Title: _____

3. GENERAL DEVELOPMENT INFORMATION:

FHFC RFA # _____

Development Name: _____

Development Address: _____

Parcel Reference Number: _____

Jurisdiction Location: ☐ Unincorporated Escambia County ☐ City of Pensacola

Type of Development (check all that apply): ☐ Elderly ☐ Family ☐ Special Needs ☐ Homeless

Type of Construction: ☐ New ☐ Rehabilitation ☐ Acquisition/Rehabilitation

Development Design: ☐ Garden Apts ☐ High Rise ☐ Mid Rise, 4 Stories ☐ Townhomes ☐ Quadraplexes ☐ Mid Rise, 5-6 Stories ☐ Duplexes ☐ Other: _____

Total Number of Units: _____ **Number of Set Aside Units:** _____

Is project located in a 2020 RECAP area (census tract 16)? ☐ NO ☐ YES (projects located in these census tracts not eligible)

Is project located in a FEMA Special Flood Hazard Area? ☐ NO ☐ YES (projects located in FEMA SFHA not eligible)

Is the project located in a City or County Community Redevelopment Area? ☐ NO ☐ YES

If yes, provide name of CRA: _____

Is the project located in a Geographic Area of Opportunity (as determined by current FHFC listing of Geographic Areas of Opportunities)**?** ☐ NO ☐ YES

DEVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.

BR SIZE→ / **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)					
31-50% AMI					
51-60% AMI					
61-80% AMI					
>80% AMI					
TOTALS:					

TOTAL UNITS: _____

PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→ **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)					
31-50% AMI					
51-60% AMI					
61-80% AMI					
>80% AMI					

4. DEVELOPER EXPERIENCE:

a. Has any member of the development team or any principals of the development team been associated with any development currently debarred or prohibited from participating in FHFC or another state's tax credit program? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

b. Has any member of the development team or any principals of the development team been associated with any development that has gone into default or been given a "troubled development" status? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

c. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with the FHFC or another state tax credit program? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

d. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with any Escambia County housing programs? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

e. Provide information on your development teams' housing accomplishments over the past 5 years, including experience with affordable or workforce housing developments. Include summary of staff experience, including organizational chart with names/titles and designation of full or part time status. (ATTACHMENT 6)

f. Provide listing of properties developed or owned by your agency in Escambia or Santa Rosa Counties (APPENDIX A). If none, attach Appendix A and state such.

5. PROPERTY MANAGEMENT TEAM EXPERIENCE:

a. Name of Proposed Property Management Company: _____

b. Address of Management Company: _____

c. Provide information on the experience of the proposed property management team, specifically with affordable or workforce housing developments. (ATTACHMENT 7)

d. Provide listing of properties managed by the proposed property management company in Escambia or Santa Rosa Counties (APPENDIX B). If none, attach Appendix B, stating such.

6. DESIGN COMPATIBILITY:

Preliminary Site Plan and Elevations submitted as ATTACHMENT 1.

Provide a narrative describing how the proposed development's design is appropriate to the neighborhood, including scale and compatibility with existing neighborhood aesthetics. Include whether there is any plan to allow for community involvement to guide the design process. (APPENDIX C)

7. RESIDENT PROGRAM OFFERINGS:

a. FHFC mandates provision of resident programs. Please note the minimum required resident programs that will be offered at the development:

☐ Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only)

☐ After School Program for Children
☐ Daily Activities
☐ Family Support Coordinator
☐ Homeownership Opportunity Program
☐ Resident Assurance Check-In Program (Elderly)
☐ Computer Training
☐ Employment Assistance Program
☐ Financial Management Program
☐ Literacy Training
☐ Other:_____

b. Please list any resident program offerings in excess of the required minimums from FHFC:

_____

_____

_____

_____

8. LOCAL CONTRACTORS:

Provide evidence that development will use local construction contractors or subcontractors, architects, landscaping firms, environmental services, designers, and/or engineers during the planning and construction of the project that maintain their principal office and place of business in Escambia County, Florida. Provide formal letter(s) on company letterhead that demonstrates partnership with local firms and their capacity in the proposed development. (APPENDIX D)

9. LOCAL PARTNERSHIPS:

Demonstrate partnerships with other not for profits, for profits, or service providers in project development or specific service delivery related to the development. Provide formal letter(s) on company letterhead that demonstrates partnership, MOU, or partnership agreement. (APPENDIX E)

10. EVIDENCE OF COMMUNITY OUTREACH/SUPPORT:

Development provided documentation of community outreach as ATTACHMENT 8.

Provide evidence of community support of project as evidenced by meeting minutes, letter(s) of support from property owners in the vicinity of the proposed development, and/or letter(s) of support from local neighborhood groups. (APPENDIX F)

11. FINANCIAL CAPACITY:

a. Total Development Cost: _____

b. Cost per Unit: _____

c. Is project based rental assistance anticipated for this Development? ☐ NO ☐ YES

If yes, list source of rental assistance: _____

Number of Units to receive assistance: _____ Years remaining on rental assistance contract: _____

d. Attach a 15 year Proforma cash flow and proposed sources and uses of funds to demonstrate long-term cash flow for the development. Documents should be based on assumptions of occupancy, rents, and expenses for the duration of the affordability period. (ATTACHMENT 5)

12. LOCAL COMMUNITY BENEFITS:

Provide a narrative describing programs or amenities that the development will offer to the surrounding community as a whole. If applicable, include ways the development will help redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding community. Provide any market studies or analysis that show that the development will help stabilize or improve the area. Describe any innovative ways to reduce public expense in the area (shared parking, sidewalks, etc.). Describe in detail any planned unit set asides for homeless or special needs households (APPENDIX G), including the set aside type, number of units, BR size, rents, and income limits.

NOTE: For the purposes of this application, a Special Needs person is defined in Section 420.0004(13), F.S., which means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

13. ABILITY TO PROCEED:

FHFC-required Ability to Proceed forms included as ATTACHMENT 2, Pre-Application Development Review as ATTACHMENT 3, and Evidence of Site Control as ATTACHMENT 4.

a. Identify how any concerns raised about the ability for the project to proceed as identified in the Pre-Application Review process will be resolved. Provide information about the ability of the project to quickly proceed through underwriting if approved for funding by FHFC. (APPENDIX H)

b. Provide projected project timeline (subject to FHFC approval and underwriting) after approval of agreement by the BCC. Include key dates, such as permit timing, FHFC funding closing dates, substantial completion, and lease-up.

14. HOMELESS AND/OR SPECIAL NEEDS SET ASIDE

Additional funding in excess of the minimum local government contribution may be provided if developer provides TWO (2) units as a set aside for homeless or formerly homeless households as referred by the local Continuum of Care and/or for special needs households as defined by Section 420.0004(13) F.S. These set aside units must be rented to households at or below 30% AMI with rent limits at the 30% limits by bedroom as provided by the SHIP program. County funding must be shown in development pro-forma.

Indicate if this development is applying for this additional homeless or special needs set aside funding as outlined in the application. ☐ NO ☐ YES If yes, please continue below.

_____ Number of Homeless Units
_____ Number of Special Needs Units

Be sure to link how these set asides provide Local Community Benefits in APPENDIX G (See QUESTION 12).

CERTIFICATION:

The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant. All items must be complete and included in the response by the deadline in order to meet minimum qualifications. The proposer recognizes that any tax-exempt debt to be used in connection with financing the project will be issued through the ECHFA and agrees that this application will also be considered an application to the ECHFA for such assistance.

Signature: _____ Date: _____

SCORING CRITERIA

FHFC RFA # _____

Development Name: _____

Reviewer: _____

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	**20**	
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project?		
Comments:		
Property Management Experience	**10**	
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type?		
Comments:		
Design Compatibility	**15**	
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments:		
Resident Program Offerings	**5**	
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?		

Comments:		
Local Contractors	**5**	
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	**5**	
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments:		
Community Support	**10**	
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? *Was any other advertising performed? *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? *Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments:		
Target Areas	**5**	
*Is the project located within a City or County Community Redevelopment Area? **OR** *Is the development located within an Area of Opportunity?		
Comments:		
Financial Capacity	**10**	
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		

Local Community Benefits	**10**	
*Does the development provide programs or amenities that are available to the surrounding neighborhood? *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? *Does the development provide any innovations that may reduce public expenses in the area? *Will the development provide any set asides for extremely low income, homeless or special needs households?		
Comments:		
Ability to Proceed	**5**	
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments:		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		/100

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM

Name of Development: _____

Development Location: _____
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Escambia, commits $_____ (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: $_____.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

_____
Signature

Janice P. Gilley
Print or Type Name

County Administrator
Print or Type Title

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

BANYAN DEVELOPMENT GROUP

501 N Magnolia Ave
Orlando, FL 32801
Phone (407) 233-3335
BanyanDevelopmentGroup.com

October 12, 2020

Meredith Reeves
Division Manager
Escambia County Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502

Re: Local Government Contribution Application (FHFC RFA 2020-205)

Dear Ms. Reeves:

Please find enclosed Banyan Development Group, LLC's submittal for a Local Government Contribution Application related to the Florida Housing Finance Corporation's SAIL RFA 2020-205. Our proposed 55+ elderly development, Meadowbrook Senior, will redevelop a currently abandoned site located at 1200 N 57th Avenue in unincorporated Escambia County. We believe that our response meets the objectives of your solicitation and, if successful in our FHFC SAIL application, we will be able to proceed to closing, construction completion and the successful lease up of 144 affordable units by the Spring of 2023.

Since its inception in 2016, Banyan Development Group, LLC (comprised of partners Scott Zimmerman, Lou Vogt, Alex and Jeff Kiss) has been a rising leader in the affordable housing industry with eleven (11) new construction rental apartment communities (1075 total units) that are either completed, under construction or in underwriting throughout Florida. Our Development Team is comprised of seasoned professionals with decades of experience in the design, construction, development, and management of sustainable, affordable housing properties. Many of our professional Team members are locally based in the Pensacola area.

Our affiliated property management company, AGPM, LLC, is owned by partners Scott and Lou and has an impeccable reputation among the many Florida compliance agencies. AGPM, LLC will provide future residents of the Meadowbrook Senior development benefits reaching beyond decent, safe affordable housing through numerous resident programs that include significant green and energy efficient design features and amenities. Additionally, we will continue to partner with local non-profit organizations to better serve those members of the community who are either disabled, veterans or other persons with Special Needs.

I will be the contact person for this submittal and my information is provided below. Scott Zimmerman will be the designated person vested with contracting authority for BDG. We look forward to working with you to make this unique, senior development community a reality in the near term.

Regards,

Alexander B. Kiss
Managing Partner
Banyan Development Group, LLC
501 North Magnolia Avenue
Orlando, FL 32801
Alex@BanyanDevelopmentGroup.com
407-233-3335, ext. 2

APPLICATION

1. THRESHOLD REQUIREMENTS:

The following items are thresholds and must ALL be answered YES to be considered for funding. Please acknowledge your responses by checking "yes" or "no" in the columns below.

		Staff Verification
1. Did the developer supply a preliminary site plan and elevation?	☑ YES ☐ NO	
2. Did the Developer provide the five executed FHFC ability to proceed forms?	☑ YES ☐ NO	
3. Did the Developer provide a pre-application review with written comments from Escambia County or the City of Pensacola as appropriate?	☑ YES ☐ NO	
4. Did the developer provide executed evidence of site control?	☑ YES ☐ NO	
5. Did the developer provide a development proforma and sources and uses statement?	☑ YES ☐ NO	
6. Did the developer provide information on the development team?	☑ YES ☐ NO	
7. Did the developer provide information on the property management team?	☑ YES ☐ NO	
8. Did the developer provide evidence of community outreach?	☑ YES ☐ NO	
9. Project is NOT located in a FEMA mapped Special Flood Hazard Area?	☑ YES ☐ NO	
10. Project is NOT located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area (Census Tract 16)	☑ YES ☐ NO	
11. The developer or its principals are NOT debarred from federal projects or FHFC projects and developer is not on FHFC's or Escambia County's non-compliance listing for any reason	☑ YES ☐ NO	

2. CONTACT INFORMATION:

Applicant Name: BDG Meadowbrook Senior, LP

Mailing Address: 501 N. Magnolia Avenue, Orlando, FL 32801

Email Address: Jeff@BanyanDevelopmentGroup.com

Phone Number: 407-233-3335, ext. 2

Primary Contact/Title: Alex Kiss, Managing Member, Banyan Development Group

Secondary Contact/Title: Jeffrey Kiss, Member, Banyan Development Group

3. GENERAL DEVELOPMENT INFORMATION:

FHFC RFA # 2020-205

Development Name: Meadowbrook Senior

Development Address: 1200 N 57th Avenue, unincorporated Escambia County

Parcel Reference Number: 352S301900000001

Jurisdiction Location: ☑ Unincorporated Escambia County ☐ City of Pensacola

Type of Development (check all that apply): ☑ Elderly ☐ Family ☑ Special Needs ☐ Homeless

Type of Construction: ☑ New ☐ Rehabilitation ☐ Acquisition/Rehabilitation

Development Design:
☐ Garden Apts ☐ High Rise ☑ Mid Rise, 4 Stories
☐ Townhomes ☐ Quadraplexes ☐ Mid Rise, 5-6 Stories
☐ Duplexes ☐ Other: _____

Total Number of Units: 144 **Number of Set Aside Units:** 144

Is project located in a 2020 RECAP area (census tract 16)? ☑ NO ☐ YES (projects located in these census tracts not eligible)

Is project located in a FEMA Special Flood Hazard Area? ☑ NO ☐ YES (projects located in FEMA SFHA not eligible)

Is the project located in a City or County Community Redevelopment Area? ☑ NO ☐ YES
If yes, provide name of CRA: N/A

Is the project located in a Geographic Area of Opportunity (as determined by current FHFC listing of Geographic Areas of Opportunities)? ☑ NO ☐ YES

DEVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.

BR SIZE→ / **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)		3			
31-50% AMI		9	6		
51-60% AMI		75	51		
61-80% AMI					
>80% AMI					
TOTALS:					

TOTAL UNITS: 144

PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels. (inclusive of UA)

BR SIZE→ / ↓INCOME LEVEL	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)		260			
31-50% AMI		437	523		
51-60% AMI		778	932		
61-80% AMI					
>80% AMI					

4. DEVELOPER EXPERIENCE:

a. Has any member of the development team or any principals of the development team been associated with any development currently debarred or prohibited from participating in FHFC or another state's tax credit program? ☑ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

b. Has any member of the development team or any principals of the development team been associated with any development that has gone into default or been given a "troubled development" status? ☑ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

c. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with the FHFC or another state tax credit program? ☑ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

d. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with any Escambia County housing programs? ☑ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

e. Provide information on your development teams' housing accomplishments over the past 5 years, including experience with affordable or workforce housing developments. Include summary of staff experience, including organizational chart with names/titles and designation of full or part time status. (ATTACHMENT 6)

f. Provide listing of properties developed or owned by your agency in Escambia or Santa Rosa Counties (APPENDIX A). If none, attach Appendix A and state such.

5. PROPERTY MANAGEMENT TEAM EXPERIENCE:

a. Name of Proposed Property Management Company: AGPM, LLC ("A Green Property Manager")

b. Address of Management Company: 501 N. Magnolia Avenue, Orlando, FL 32801

c. Provide information on the experience of the proposed property management team, specifically with affordable or workforce housing developments. (ATTACHMENT 7)

d. Provide listing of properties managed by the proposed property management company in Escambia or Santa Rosa Counties (APPENDIX B). If none, attach Appendix B, stating such.

6. DESIGN COMPATIBILITY:

Preliminary Site Plan and Elevations submitted as ATTACHMENT 1.

Provide a narrative describing how the proposed development's design is appropriate to the neighborhood, including scale and compatibility with existing neighborhood aesthetics. Include whether there is any plan to allow for community involvement to guide the design process. (APPENDIX C)

7. RESIDENT PROGRAM OFFERINGS:

a. FHFC mandates provision of resident programs. Please note the minimum required resident programs that will be offered at the development:

☑ Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only)

☐ After School Program for Children
☐ Daily Activities
☐ Family Support Coordinator
☐ Homeownership Opportunity Program
☑ Resident Assurance Check-In Program (Elderly)
☐ Computer Training
☐ Employment Assistance Program
☑ Financial Management Program
☐ Literacy Training
☐ Other:_____

b. Please list any resident program offerings in excess of the required minimums from FHFC:

Computer Training

Literacy Training

8. LOCAL CONTRACTORS:

Provide evidence that development will use local construction contractors or subcontractors, architects, landscaping firms, environmental services, designers, and/or engineers during the planning and construction of the project that maintain their principal office and place of business in Escambia County, Florida. Provide formal letter(s) on company letterhead that demonstrates partnership with local firms and their capacity in the proposed development. (APPENDIX D)

9. LOCAL PARTNERSHIPS:

Demonstrate partnerships with other not for profits, for profits, or service providers in project development or specific service delivery related to the development. Provide formal letter(s) on company letterhead that demonstrates partnership, MOU, or partnership agreement. (APPENDIX E)

10. EVIDENCE OF COMMUNITY OUTREACH/SUPPORT:

Development provided documentation of community outreach as ATTACHMENT 8.

Provide evidence of community support of project as evidenced by meeting minutes, letter(s) of support from property owners in the vicinity of the proposed development, and/or letter(s) of support from local neighborhood groups. (APPENDIX F)

11. FINANCIAL CAPACITY:

a. Total Development Cost: $26,090,772

b. Cost per Unit: $181,186

c. Is project based rental assistance anticipated for this Development? ☑ NO ☐ YES

If yes, list source of rental assistance: N/A

Number of Units to receive assistance: N/A

Years remaining on rental assistance contract: N/A

d. Attach a 15 year Proforma cash flow and proposed sources and uses of funds to demonstrate long-term cash flow for the development. Documents should be based on assumptions of occupancy, rents, and expenses for the duration of the affordability period. (ATTACHMENT 5)

12. LOCAL COMMUNITY BENEFITS:

Provide a narrative describing programs or amenities that the development will offer to the surrounding community as a whole. If applicable, include ways the development will help redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding community. Provide any market studies or analysis that show that the development will help stabilize or improve the area. Describe any innovative ways to reduce public expense in the area (shared parking, sidewalks, etc.). Describe in detail any planned unit set asides for homeless or special needs households (APPENDIX G), including the set aside type, number of units, BR size, rents, and income limits.

NOTE: For the purposes of this application, a Special Needs person is defined in Section 420.0004(13), F.S., which means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

13. ABILITY TO PROCEED:

FHFC-required Ability to Proceed forms included as ATTACHMENT 2, Pre-Application Development Review as ATTACHMENT 3, and Evidence of Site Control as ATTACHMENT 4.

a. Identify how any concerns raised about the ability for the project to proceed as identified in the Pre-Application Review process will be resolved. Provide information about the ability of the project to quickly proceed through underwriting if approved for funding by FHFC. (APPENDIX H)

b. Provide projected project timeline (subject to FHFC approval and underwriting) after approval of agreement by the BCC. Include key dates, such as permit timing, FHFC funding closing dates, substantial completion, and lease-up.

6/21 - SAIL invitation to FHFC SAIL credit underwriting

10/21- Credit underwriting approvals for local bonds and SAIL financing

12/21- Escambia County and FHFC financing approvals

4/22 - Permits received, closing and constuction commencement

3/23 - Substantial completion and lease up

14. HOMELESS AND/OR SPECIAL NEEDS SET ASIDE

Additional funding in excess of the minimum local government contribution may be provided if developer provides TWO (2) units as a set aside for homeless or formerly homeless households as referred by the local Continuum of Care and/or for special needs households as defined by Section 420.0004(13) F.S. These set aside units must be rented to households at or below 30% AMI with rent limits at the 30% limits by bedroom as provided by the SHIP program. County funding must be shown in development pro-forma.

Indicate if this development is applying for this additional homeless or special needs set aside funding as outlined in the application. ☐ NO ☑ YES If yes, please continue below.

_____ Number of Homeless Units

2 Number of Special Needs Units

Be sure to link how these set asides provide Local Community Benefits in APPENDIX G (See QUESTION 12).

CERTIFICATION:

The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant. All items must be complete and included in the response by the deadline in order to meet minimum qualifications. The proposer recognizes that any tax-exempt debt to be used in connection with financing the project will be issued through the ECHFA and agrees that this application will also be considered an application to the ECHFA for such assistance.

Signature: _____ Date: 10/6/20

SCORING CRITERIA

FHFC RFA # 2020-205

Development Name: Meadowbrook Senior

Reviewer: Christine Crespo

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	**20**	18
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project?		
Comments:		
Property Management Experience	**10**	8
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type?		
Comments:		
Design Compatibility	**15**	9
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments:		
Resident Program Offerings	**5**	5
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?		

Comments:		
Local Contractors	**5**	5
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	**5**	5
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments:		
Community Support	**10**	10
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? *Was any other advertising performed? *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? *Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments:		
Target Areas	**5**	0
*Is the project located within a City or County Community Redevelopment Area? **OR** *Is the development located within an Area of Opportunity?		
Comments:		
Financial Capacity	**10**	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		

Local Community Benefits	**10**	5
*Does the development provide programs or amenities that are available to the surrounding neighborhood? *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? *Does the development provide any innovations that may reduce public expenses in the area? *Will the development provide any set asides for extremely low income, homeless or special needs households?		
Comments:		
Ability to Proceed	**5**	5
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments:		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		80 /100

SCORING CRITERIA

FHFC RFA # 2020-25

Development Name: MEADOWBROOK SENIOR

Reviewer: DENNIS

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	20	20
*Is the developer currently debarred or prohibited from participating in FHFC programs? ✓ *Does the developer have any areas of non-compliance with FHFC? ✓ *Does the developer have adequate experience to complete this type of project? ✓		
Comments: PER APPLICATION -		
Property Management Experience	10	5.5
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type?		
Comments: HOME LISTED/MANAGED LOCALLY		
Design Compatibility	15	13
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? ✓ *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? ✓ *Does the development display compatibility with existing properties? ✓ *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments: - DID NOT ADDRESS COMMUNITY INVOLVEMENT IN DESIGN PROCESS		
Resident Program Offerings	5	5
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?		

Comments: - COMPUTER LITERACY TRNG.		
Local Contractors	**5**	5
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments: PER APPLICATION		
Local Partnerships	**5**	5
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments: PER APPLICATION		
Community Support	**10**	10
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? *Was any other advertising performed? *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? *Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: PER APPLICATION		
Target Areas	**5**	0
*Is the project located within a City or County Community Redevelopment Area? **OR** *Is the development located within an Area of Opportunity?		
Comments: NOT IN CRA NOT IN AO		
Financial Capacity	**10**	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		

Local Community Benefits	10	8.5
*Does the development provide programs or amenities that are available to the surrounding neighborhood? *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? *Does the development provide any innovations that may reduce public expenses in the area? *Will the development provide any set asides for extremely low income, homeless or special needs households?		
Comments: AMENITIES. AVAILABILITY TO NEIGHBORHOODS NOT ADDRESSED		
Ability to Proceed	**5**	5
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments:		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		86.5 /100

SCORING CRITERIA

FHFC RFA # **RFA 2020-205**

Development Name: **Meadowbrook Senior**

Reviewer: **M. Reeves**

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	**20**	20
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project?		
Comments: Developer experienced with LIHTC programs. No debarment with FHFC or other compliance issues noted		
Property Management Experience	**10**	10
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type?		
Comments: No properties currently owned or managed in Escambia or Santa Rosa counties. Property Management company (AGPM) has experience managing close to 100 properties.		
Design Compatibility	**15**	11
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments: Proposed development is larger scale than surrounding SFRs, however it meets all zoning/LDC requirements to build as proposed. Developer states that neighborhood feedback with be incorporated in design. Proposed crime prevention through design and green/energy efficient features are supported in the proposal		
Resident Program Offerings	**5**	5
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?		
Comments:		

Yes. Computer and literacy training.		
Local Contractors	**5**	5
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments: Local contractor, engineering, enviro firms proposed		
Local Partnerships	**5**	5
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments: ARC, CIL ltr of support, Opening Doors		
Community Support	**10**	7
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? *Was any other advertising performed? *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? *Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: Yes, local mailout provided to properties within 2500 feet of proposed development. Zoom meeting held October 5. Minutes provided. 8 letters of support provided. Additional letters of support submitted post deadline. Still evidence of community concern from neighborhood regarding some aspects of project (primarily infrastructure)		
Target Areas	**5**	0
*Is the project located within a City or County Community Redevelopment Area? **OR** *Is the development located within an Area of Opportunity?		
Comments: Not located in CRA or other target area		
Financial Capacity	**10**	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments: yes		

Local Community Benefits	**10**	8
*Does the development provide programs or amenities that are available to the surrounding neighborhood? *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? *Does the development provide any innovations that may reduce public expenses in the area? *Will the development provide any set asides for extremely low income, homeless or special needs households?		
Comments: Developer proposes donation of adjacent parcel to neighborhood or County for use as a community center. Site proposed has long been vacant and abandoned. 2 units set aside for homeless or special needs.		
Ability to Proceed	**5**	4
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments: Ability to proceed forms provided, with exception of current electricity and roads form. Per developer, could not get current electric form signed by GP due to Sally (prior year forms provided). Consistent with zoning and has evidence of site control.		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		85/100

SCORING CRITERIA

FHFC RFA # **2020-205 (SAIL/4%/Bonds)**

Development Name: **Meadowbrook Senior Apartment (BDG)** **144 units (87-1BR & 57-2BR)**
1200 N. 57th Ave.

REVIEWER: Randy Wilkerson, Director of Housing, Escambia County Housing Finance Authority

Description	Maximum Points Available	Points Awarded
Developer Experience	**20**	**19***
*Is the developer currently debarred or prohibited from participating in FHFC programs? No *Does the developer have any areas of non-compliance with FHFC? None listed *Does the developer have adequate experience to complete this type of project? Yes (see comments)		
Comments: 1. No indication that the developer is debarred or otherwise sanctioned by FHFC with respect to its programs. 2. No areas of non-compliance are noted on the FHFC Compliance Website as of this date. 3. Developer has extensive history of developing HTC properties in Florida, primarily by utilizing various FHFC and local financing/funding sources to attain affordability. Financing for 11 developments (1075 units) secured since 2016 that have financing similar to that proposed for Meadowbrook Senior. 4. *The developer has not developed and does not currently own any complexes in Escambia or Santa Rosa counties.		
Property Management Experience	**10**	8*
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? List provided but none of the properties are in Escambia or Santa Rosa. *Does the property management team have experience managing properties of this type? Yes (See comments)		
Comments: Management Company is AGPM, LLC – based in Orlando (has extensive experience listed, including management of over 90 apartment complexes of varying sizes with the majority of the units located in Florida). In total, the company manages over 13,000 rental units in the southeast US, most of which are primarily governed by affordability restrictions/requirements. *The company DOES NOT manage any complexes in Escambia or Santa Rosa County.		
Design Compatibility	**15**	**12**
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? Yes. Meets zoning and LDC requirements per DRC meeting summary *Does the developer have a plan to allow for community involvement to guide the design process? Yes (zoom meeting following direct mail notice to residents within 2500 ft. of the development site). Developer to follow up with interested parties regarding issues raised in the zoom meeting. *Is the scale of the proposed development appropriate for the surrounding neighborhood? Yes, *given its almost 6 acre development site/location on Lillian Hwy*. *Does the development display compatibility with existing properties? See comments below *Does the development provide any innovative design features, such as crime prevention through environmental design. Yes. Though not technically innovative, crime prevention/security measures incorporated in the design are listed on page 3 of the developer's proposal specific to landscaping, lighting, removal of derelict vehicles, & strengthened exterior doors.		
Comments: Community Involvement: A zoom meeting was held at 6 pm on 10/5/2020 following direct mail notice to residents within 2500 ft. of the development site). Attendees were afforded the opportunity to speak,		

ask questions and offer comments/solutions. Developer provided updates and answered questions during the session and committed to follow up with interested parties regarding issues raised in the zoom meeting. Scale/Compatibility: The Lillian Hwy. location tends to buffer the development from the neighborhood. The site is also adjacent/proximate to other existing multifamily developments. But Meadowbrook is admittedly a large development for an area that is generally comprised of single family/smaller scale rental.		
Resident Program Offerings	**5**	**3**
*Does the developer offer resident programs in excess of the required minimums from FHFC? Standard only		
Comments: Standard resident services for a senior development are planned/proposed. I saw nothing that was above and beyond the standard listing. Partnering with ARC an additional element, but I believe it to be more associated with the special needs set-aside requirements than serving as an "above and beyond the norm resident program".		
Local Contractors	**5**	**5**
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services? Yes to a significant degree.		
Comments: Developer proposes to use a local GC (ParsCo), local engineering & environmental firms (McKim & Creed and NOVA) and a Northwest Florida based local landscape architect (Alan D. Holt). I would assume that building materials will also be purchased locally.		
Local Partnerships	**5**	**5**
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project? Yes.		
Comments: Opening Doors, ARC Gateway & Veteran Organizations		
Community Support	**10**	**9**
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? Yes (direct mailout list provided along with the text of the notice & meeting summary) *Was any other advertising performed? No, only direct mailout to addresses within 2500 feet of the site *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? Yes. Zoom meeting *Can the developer provide letter(s) of support from local neighborhood groups regarding the development? Yes (included in application)		
Comments: Zoom meeting held on 10/5/2020 at 6 pm (COVID) - folks invited via direct mailout 8 Ltrs. included in application (residents, commercial, non-profit agencies (CIL & ARC) & general support)		
Target Areas	**5**	**0**
*Is the project located within a City or County Community Redevelopment Area? **OR**		**No**
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		**No**
Comments: Development site is not located in either focus/target area		
Financial Capacity	**10**	**10**
*Does the development proforma indicate sufficient funding to complete the project? **Yes**		
Comments: The development financing appears adequate to provide the units and amenities as presented. The decision regarding the LG Contribution ($37,500) and LG Special Needs funding ($100,000) is uncertain at this point, but the overall development pro forma is acceptable. A portion of the property purchase will be financed		

by a seller note ($800,000) that is subject to available cash flow, which should not materially impact the viability of the project but it will be an additional debt/long-term liability.		
Local Community Benefits	**10**	**8**
*Does the development provide programs or amenities that are available to the surrounding neighborhood? Indirectly – Developer indicates that the vacant 1 acre parcel on the SW corner of the of the intersection of Lillian & 57th is ***slated*** to be donated to the County and/or Myrtle Grove Association for their use as a community center location. This parcel is NOT part of the development site *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? Yes. This parcel has been long abandoned following the closure of the YMCA facility that was previously on the parcel. *Does the development provide any innovations that may reduce public expenses in the area? Yes. Though maybe not innovative, improved stormwater drainage on the site and limiting of the amount of stormwater runoff exiting the site to surrounding properties should help with current drainage issues. *Will the development provide any set asides for homeless or special needs households? 2 units		
Comments: See above		
Ability to Proceed	**5**	**5**
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? Yes (forms included) *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? Yes (documentation included) *Based on Preapplication Review from County/City, how able is the development to proceed? DRC comments indicate that the development is ready to proceed *Does the developer have evidence of site control? Yes (via purchase contract & amendment)		
Comments: There is no indication of issues or deficiencies that would prohibit the development from moving forward if financing is provided/approved.		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		**84 points** /100

APPLICATION

1. THRESHOLD REQUIREMENTS:

The following items are thresholds and must ALL be answered YES to be considered for funding. Please acknowledge your responses by checking "yes" or "no" in the columns below.

		Staff Verification
1. Did the developer supply a preliminary site plan and elevation?	[X] YES [ ] NO	
2. Did the Developer provide the five executed FHFC ability to proceed forms?	[X] YES [ ] NO	
3. Did the Developer provide a pre-application review with written comments from Escambia County or the City of Pensacola as appropriate?	[X] YES [ ] NO	
4. Did the developer provide executed evidence of site control?	[X] YES [ ] NO	
5. Did the developer provide a development proforma and sources and uses statement?	[X] YES [ ] NO	
6. Did the developer provide information on the development team?	[X] YES [ ] NO	
7. Did the developer provide information on the property management team?	[X] YES [ ] NO	
8. Did the developer provide evidence of community outreach?	[X] YES [ ] NO	
9. Project is NOT located in a FEMA mapped Special Flood Hazard Area?	[X] YES [ ] NO	
10. Project is NOT located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area (Census Tract 16)	[X] YES [ ] NO	
11. The developer or its principals are NOT debarred from federal projects or FHFC projects and developer is not on FHFC's or Escambia County's non-compliance listing for any reason	[X] YES [ ] NO	

2. CONTACT INFORMATION:

Applicant Name: Mr. Jamie A. Smarr, National Housing Partnership Foundation for Area Housing Commission (AHC) of Pensacola

Mailing Address: 122 East 42nd Street, Suite 4900 New York, NY 10168

Email Address: jsmarr@nhpfoundation.org

Phone Number: (646) 418-3411

Primary Contact/Title: Senior Vice President

Secondary Contact/Title:

3. GENERAL DEVELOPMENT INFORMATION:

FHFC RFA # 2020-205

Development Name: Westover Senior

Development Address: TBD

Parcel Reference Number: 34-2S-30-0061-000-002

Jurisdiction Location: [X] Unincorporated Escambia County [ ] City of Pensacola

Type of Development (check all that apply): [X] Elderly [ ] Family [X] Special Needs [ ] Homeless

Type of Construction: [X] New [ ] Rehabilitation [ ] Acquisition/Rehabilitation

Development Design:
[ ] Garden Apts [ ] High Rise [ ] Mid Rise, 4 Stories
[X] Townhomes [ ] Quadraplexes [ ] Mid Rise, 5-6 Stories
[ ] Duplexes [ ] Other: _____

Total Number of Units: 60 **Number of Set Aside Units:** 2

Is project located in a 2020 RECAP area (census tract 16)? [X] NO [ ] YES (projects located in these census tracts not eligible)

Is project located in a FEMA Special Flood Hazard Area? [X] NO [ ] YES (projects located in FEMA SFHA not eligible)

Is the project located in a City or County Community Redevelopment Area? [X] NO [ ] YES

If yes, provide name of CRA: _____

Is the project located in a Geographic Area of Opportunity (as determined by current FHFC listing of Geographic Areas of Opportunities)? [X] NO [ ] YES

DEVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.

BR SIZE→ / **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)		2			
31-50% AMI		3	1		
51-60% AMI		52	2		
61-80% AMI					
>80% AMI					
TOTALS:		57	3		

TOTAL UNITS: 60

PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→ / ↓INCOME LEVEL	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)		$377			
31-50% AMI		$433	$519		
51-60% AMI		$705	$846		
61-80% AMI					
>80% AMI					

4. DEVELOPER EXPERIENCE:

a. Has any member of the development team or any principals of the development team been associated with any development currently debarred or prohibited from participating in FHFC or another state's tax credit program? [X] NO [ ] YES If yes, please attach a detailed explanation in APPENDIX I.

b. Has any member of the development team or any principals of the development team been associated with any development that has gone into default or been given a "troubled development" status? [X] NO [ ] YES If yes, please attach a detailed explanation in APPENDIX I.

c. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with the FHFC or another state tax credit program? [X] NO [ ] YES If yes, please attach a detailed explanation in APPENDIX I.

d. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with any Escambia County housing programs? [X] NO [ ] YES If yes, please attach a detailed explanation in APPENDIX I.

e. Provide information on your development teams' housing accomplishments over the past 5 years, including experience with affordable or workforce housing developments. Include summary of staff experience, including organizational chart with names/titles and designation of full or part time status. (ATTACHMENT 6)

f. Provide listing of properties developed or owned by your agency in Escambia or Santa Rosa Counties (APPENDIX A). If none, attach Appendix A and state such.

5. PROPERTY MANAGEMENT TEAM EXPERIENCE:

a. Name of Proposed Property Management Company: Area Housing Commission (AHC) of Pensacola

b. Address of Management Company: 1920 West Garden Street, Pensacola, FL 32502

c. Provide information on the experience of the proposed property management team, specifically with affordable or workforce housing developments. (ATTACHMENT 7)

d. Provide listing of properties managed by the proposed property management company in Escambia or Santa Rosa Counties (APPENDIX B). If none, attach Appendix B, stating such.

6. DESIGN COMPATIBILITY:

Preliminary Site Plan and Elevations submitted as ATTACHMENT 1.

Provide a narrative describing how the proposed development's design is appropriate to the neighborhood, including scale and compatibility with existing neighborhood aesthetics. Include whether there is any plan to allow for community involvement to guide the design process. (APPENDIX C)

7. RESIDENT PROGRAM OFFERINGS:

a. FHFC mandates provision of resident programs. Please note the minimum required resident programs that will be offered at the development:

- [X] Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only)
- [ ] After School Program for Children
- [ ] Daily Activities
- [ ] Family Support Coordinator
- [ ] Homeownership Opportunity Program
- [X] Resident Assurance Check-In Program (Elderly)
- [ ] Computer Training
- [ ] Employment Assistance Program
- [ ] Financial Management Program
- [ ] Literacy Training
- [X] Other: Resident Services Coordinator

b. Please list any resident program offerings in excess of the required minimums from FHFC:

8. LOCAL CONTRACTORS:

Provide evidence that development will use local construction contractors or subcontractors, architects, landscaping firms, environmental services, designers, and/or engineers during the planning and construction of the project that maintain their principal office and place of business in Escambia County, Florida. Provide formal letter(s) on company letterhead that demonstrates partnership with local firms and their capacity in the proposed development. (APPENDIX D)

9. LOCAL PARTNERSHIPS:

Demonstrate partnerships with other not for profits, for profits, or service providers in project development or specific service delivery related to the development. Provide formal letter(s) on company letterhead that demonstrates partnership, MOU, or partnership agreement. (APPENDIX E)

10. EVIDENCE OF COMMUNITY OUTREACH/SUPPORT:

Development provided documentation of community outreach as ATTACHMENT 8.

Provide evidence of community support of project as evidenced by meeting minutes, letter(s) of support from property owners in the vicinity of the proposed development, and/or letter(s) of support from local neighborhood groups. (APPENDIX F)

11. FINANCIAL CAPACITY:

a. Total Development Cost: 12,746,474

b. Cost per Unit: 208,959

c. Is project based rental assistance anticipated for this Development? [X] NO [ ] YES

If yes, list source of rental assistance:

Number of Units to receive assistance: _____ Years remaining on rental assistance contract: _____

d. Attach a 15 year Proforma cash flow and proposed sources and uses of funds to demonstrate long-term cash flow for the development. Documents should be based on assumptions of occupancy, rents, and expenses for the duration of the affordability period. (ATTACHMENT 5)

12. LOCAL COMMUNITY BENEFITS:

Provide a narrative describing programs or amenities that the development will offer to the surrounding community as a whole. If applicable, include ways the development will help redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding community. Provide any market studies or analysis that show that the development will help stabilize or improve the area. Describe any innovative ways to reduce public expense in the area (shared parking, sidewalks, etc.). Describe in detail any planned unit set asides for homeless or special needs households (APPENDIX G), including the set aside type, number of units, BR size, rents, and income limits.

NOTE: For the purposes of this application, a Special Needs person is defined in Section 420.0004(13), F.S., which means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

13. ABILITY TO PROCEED:

FHFC-required Ability to Proceed forms included as ATTACHMENT 2, Pre-Application Development Review as ATTACHMENT 3, and Evidence of Site Control as ATTACHMENT 4.

a. Identify how any concerns raised about the ability for the project to proceed as identified in the Pre-Application Review process will be resolved. Provide information about the ability of the project to quickly proceed through underwriting if approved for funding by FHFC. (APPENDIX H)

b. Provide projected project timeline (subject to FHFC approval and underwriting) after approval of agreement by the BCC. Include key dates, such as permit timing, FHFC funding closing dates, substantial completion, and lease-up.

FHFC Award Date: February/March 2021

Permits Secured for Closing: January 2022

Construction/Financial Closing: February/March 2022

Substantial Completion: May 2023

Lease Up/Stabilization: September 2023

14. HOMELESS AND/OR SPECIAL NEEDS SET ASIDE

Additional funding in excess of the minimum local government contribution may be provided if developer provides TWO (2) units as a set aside for homeless or formerly homeless households as referred by the local Continuum of Care and/or for special needs households as defined by Section 420.0004(13) F.S. These set aside units must be rented to households at or below 30% AMI with rent limits at the 30% limits by bedroom as provided by the SHIP program. County funding must be shown in development pro-forma.

Indicate if this development is applying for this additional homeless or special needs set aside funding as outlined in the application. ☐ NO ☒ YES If yes, please continue below.

_____ Number of Homeless Units

__2__ Number of Special Needs Units

Be sure to link how these set asides provide Local Community Benefits in APPENDIX G (See QUESTION 12).

CERTIFICATION:

The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant. All items must be complete and included in the response by the deadline in order to meet minimum qualifications. The proposer recognizes that any tax-exempt debt to be used in connection with financing the project will be issued through the ECHFA and agrees that this application will also be considered an application to the ECHFA for such assistance.

Signature: Jamie Aman Date: 10/11/2020

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PUBLIC NOTICE

NOTICE is given that Area Housing Commission (AHC) intends to apply to Escambia County's Request for Proposals (RFP) for Local Government Contribution for FHFC Housing Credits (2020-205). The local government contribution will support applications to Florida Housing Finance Corporation for the development of affordable housing in Escambia County.

Two applications will cover the following sites:

Westover Street, Pensacola, FL 32506
901 S Old Corry Field Road, Pensacola, FL 32507

Proposed Site Plans for each project can be found on Area Housing Commission's Website:
Https://www.areahousing.org

Please leave comments at the following email address and/or telephone:
execdir@areahousing.org/ or telephone Abe Singh at 850-438-8561 ext. 1103
Legal No. 4418192 1T 10/13/2020

SCORING CRITERIA

FHFC RFA # 2020-205

Development Name: Westover Senior Apartments

Reviewer: Christine Crespo

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	**20**	20
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project?		
Comments:		
Property Management Experience	**10**	10
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type?		
Comments:		
Design Compatibility	**15**	9
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments:		
Resident Program Offerings	**5**	4
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?		

Comments:		
Local Contractors	**5**	5
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	**5**	0
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments:		
Community Support	**10**	5
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? *Was any other advertising performed? *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? *Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments:		
Target Areas	**5**	0
*Is the project located within a City or County Community Redevelopment Area? **OR** *Is the development located within an Area of Opportunity?		
Comments:		
Financial Capacity	**10**	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		

Local Community Benefits	**10**	5
*Does the development provide programs or amenities that are available to the surrounding neighborhood? *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? *Does the development provide any innovations that may reduce public expenses in the area? *Will the development provide any set asides for extremely low income, homeless or special needs households?		
Comments:		
Ability to Proceed	**5**	5
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments:		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		73/100

SCORING CRITERIA

FHFC RFA # 2020-205

Development Name: WESTOVER SENIOR APTS

Reviewer: LEMOS –

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	20	20
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project?		
Comments: PER APPLICATION –		
Property Management Experience	10	10
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type? –		
Comments: PER APP		
Design Compatibility	15	12.5
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments: – DID NOT SEE ANY COMMENTS ABOUT INVOLVEMENT TO GUIDE DESIGN PROCESS FROM COMMUNITY – DID NOT SPECIFICALLY ADDRESSED INNOVATIVE DESIGN OR CRIME PREVENTION		
Resident Program Offerings	5	0
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?		

Comments: NONE LISTED		
Local Contractors	**5**	5
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments: APP D—		
Local Partnerships	**5**	5
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments:		
Community Support	**10**	7
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? *Was any other advertising performed? *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? *Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: PNT ADVERTISED/WEBSITE WITH COMMUNITY PROVIDED. NO MINUTES OR MEETING NO MAILOUTS AVAILABLE FOR REVIEW —		
Target Areas	**5**	0
*Is the project located within a City or County Community Redevelopment Area? **OR** *Is the development located within an Area of Opportunity?		
Comments: NOT ON CRA NOT ON AO.		
Financial Capacity	**10**	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments: PER APPLICATION		

Local Community Benefits	10	7
*Does the development provide programs or amenities that are available to the surrounding neighborhood? ✓ *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? — *Does the development provide any innovations that may reduce public expenses in the area? — *Will the development provide any set asides for extremely low income, homeless or special needs households? ✓		
Comments: DID NOT ADDRESS AVAILABILITY OF AMENITIES TO NEIGHBORHOODS DID NOT ADDRESS INNOVATIONS TO REDUCE PUBLIC EXPENSES		
Ability to Proceed	**5**	5
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? ✓ *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? ✓ *Based on Preapplication Review from County/City, how able is the development to proceed? ✓ *Does the developer have evidence of site control? ✓		
Comments:		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		81 /100

SCORING CRITERIA

FHFC RFA # **RFA 2020-205**

Development Name: **Westover Elderly Housing**

Reviewer: **M. Reeves**

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	**20**	20
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project?		
Comments: Developer experienced with LIHTC programs. No debarment with FHFC or other compliance issues noted		
Property Management Experience	**10**	10
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type?		
Comments: Partner Area Housing Commission owns and manages multiple affordable housing units within Escambia County.		
Design Compatibility	**15**	14
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments: Proximity to AHC owned Westover Homes Senior apartments is compatible. Proposed townhome units.		
Resident Program Offerings	**5**	0
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?		
Comments: None shown in application		

Local Contractors	**5**	5
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments: Architect, engineering, enviro firms proposed.		
Local Partnerships	**5**	0
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments: None provided		
Community Support	**10**	5
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? *Was any other advertising performed? *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? *Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: PNJ public notices and website, but no evidence of mailout to surrounding area. No local meeting held. No comments or letters provided from public notice		
Target Areas	**5**	0
*Is the project located within a City or County Community Redevelopment Area? **OR** *Is the development located within an Area of Opportunity?		
Comments: Not located in a target area		
Financial Capacity	**10**	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments: yes		
Local Community Benefits	**10**	8
*Does the development provide programs or amenities that are available to the surrounding neighborhood? *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood?		

*Does the development provide any innovations that may reduce public expenses in the area? *Will the development provide any set asides for extremely low income, homeless or special needs households?		
Comments: Site is undeveloped. Close to Westwood Homes where services are currently provided. No other proposed innovations. 2 units set aside for homeless or special needs.		
Ability to Proceed	**5**	5
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments: Ability to proceed forms provided. Consistent with zoning and has evidence of site control.		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		77/100

SCORING CRITERIA

FHFC RFA # **2020-205 (SAIL/4%/Bonds)**

Development Name: **Westover Senior Apartments (NHP/AHC)** **60 units** ***(57 – 1BR & 3 – 2BR)***
4416 Westover Avenue

REVIEWER: Randy Wilkerson, Director of Housing, Escambia County Housing Finance Authority

Description	Maximum Points Available	Points Awarded
Developer Experience	**20**	**19***
*Is the developer currently debarred or prohibited from participating in FHFC programs? No *Does the developer have any areas of non-compliance with FHFC? None listed *Does the developer have adequate experience to complete this type of project? Yes (see comments)		
Comments: 1. No indication that the developer or AHC is debarred or otherwise sanctioned by FHFC with respect to its programs. 2. No areas of non-compliance are noted on the FHFC Compliance Website as of this date. 3. Developer has extensive history of developing HTC properties (both new construction & rehab) in numerous states, including Florida, primarily by utilizing various FHFC and local financing/funding sources to attain affordability. AHC has a long history in Escambia County as the local public housing authority. NHP has over 10,000 affordable units in various states and has been involved with development of over 18,000 affordable units. 4. *The developer has not developed and does not currently own any complexes in Escambia or Santa Rosa counties, however AHC has a long-standing history in the affordable housing arena locally as the local public housing authority with 603 public housing units and additional locally owned affordable units.		
Property Management Experience	**10**	**9***
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? Yes *Does the property management team have experience managing properties of this type? Yes (See comments)		
Comments: Property management to be provided by Area Housing Commission (Pensacola). AHC has operated locally since 1938 as a PHA and actively manages 603 units of public housing, plus scattered site locally owned affordable apartments/units, all located in Escambia County/Pensacola). Virtually of the managed units are primarily governed by affordability restrictions/requirements. *NHP (the co-developer) DOES NOT manage any complexes in Escambia or Santa Rosa County.		
Design Compatibility	**15**	**12**
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? Yes. The "townhome" design is fashioned to align with the adjacent Westwood Homes elderly development owned by AHC. The intent is to look less dense in keeping with the surroundings *Does the developer have a plan to allow for community involvement to guide the design process? Yes (A public notice was published in the PNJ advising of the planned developments and a website posting of the plans. Interested parties were advised to provide comments regarding the proposed developments to the AHC office or to the Executive Director (via phone or email). *Is the scale of the proposed development appropriate for the surrounding neighborhood? Yes. This site is proximate to AHC Westwood Homes senior apartments, which is a nice fit. *Does the development display compatibility with existing properties? See comments below		

*Does the development provide any innovative design features, such as crime prevention through environmental design. None noted		
Comments: Community Involvement: A public notice was published in the PNJ advising of the planned developments with directions for submitting comments. Scale/Compatibility: The property design takes into account the existing elderly apartments (Westwood Homes) owned by AHC and will fit well in the mixed use area surrounding the development site.		
Resident Program Offerings	**5**	**3**
*Does the developer offer resident programs in excess of the required minimums from FHFC? Standard only		
Comments: Standard resident services for a senior development are planned/proposed. I saw nothing that was above and beyond the standard listing unless the Resident Services Coordinator would be considered to be an extra service.		
Local Contractors	**5**	**4**
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services? Yes (to some degree)		
Comments: Developer or AHC list the following local firms that have been or will be used in developing the apartments: civil engineering (KG Development Services), Architectural (Sam Marshall Architects), and environmental Biome Consulting Group). No real discussion regarding who will be the GC for the actual development.		
Local Partnerships	**5**	3.5*
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project? No evidence provided (see comments below)		
Comments: Though no "evidence of contact with local agencies was provided there was a notation in the application about *reserving 2 units for special needs which would typically require involvement of a local non-profit referral agency. Minimal points awarded for this notation.		
Community Support	**10**	**6.5**
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? No. There is no evidence that this was completed in the application. *Was any other advertising performed? Yes. Public notice in the PNJ on 10/13/2020, 10/14/2020 & 10/15/2020 *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? No formal community meeting. Rezoning was required so notices were provided to surrounding residents per rezoning requirements. *Can the developer provide letter(s) of support from local neighborhood groups regarding the development? Resolution from the AHC Board, which includes a tenant representative, is included in the application. No neighborhood resident or letters from the larger community are included.		
Comments: Developer provided information to the public by publishing a notice in the Pensacola News Journal on 3 consecutive days (10-13-15-2020). There is no evidence of a community meeting.		
Target Areas	**5**	0
*Is the project located within a City or County Community Redevelopment Area? **OR**		**No**
*Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		**No**
Comments: The site is not in a CRA nor an Area of Opportunity per the application as filed		
Financial Capacity	**10**	**10**
*Does the development proforma indicate sufficient funding to complete the project?		

Comments: NHP has substantial assets and the capacity to carry out the development as proposed. If financing as proposed is provided to NHP/AHC, there should be no issued with ability to complete the development financially.		
Local Community Benefits	**10**	**8**
*Does the development provide programs or amenities that are available to the surrounding neighborhood? Yes. Area Housing Commission does provide services in the vicinity of Westwood Homes (adjacent to the development site). *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? Yes. This site has been undeveloped since removal of the FEMA Temporary Mobile Home Site post-Hurricane Ivan. *Does the development provide any innovations that may reduce public expenses in the area? None are described in the application, but the lower density design should help with security issues. *Will the development provide any set asides for homeless or special needs households? 2 units		
Comments: see above		
Ability to Proceed	**5**	**5**
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? Yes *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? Yes *Based on Preapplication Review from County/City, how able is the development to proceed? Ready to proceed *Does the developer have evidence of site control? Yes (property owned by AHC)		
Comments: There are no indications that the development would have difficulty proceeding promptly assuming the proposed financing is approved/awarded.		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		**80 points** /100

APPLICATION

1. THRESHOLD REQUIREMENTS:

The following items are thresholds and must ALL be answered YES to be considered for funding. Please acknowledge your responses by checking "yes" or "no" in the columns below.

		Staff Verification
1. Did the developer supply a preliminary site plan and elevation?	[X] YES [ ] NO	
2. Did the Developer provide the five executed FHFC ability to proceed forms?	[X] YES [ ] NO	
3. Did the Developer provide a pre-application review with written comments from Escambia County or the City of Pensacola as appropriate?	[X] YES [ ] NO	
4. Did the developer provide executed evidence of site control?	[X] YES [ ] NO	
5. Did the developer provide a development proforma and sources and uses statement?	[X] YES [ ] NO	
6. Did the developer provide information on the development team?	[X] YES [ ] NO	
7. Did the developer provide information on the property management team?	[X] YES [ ] NO	
8. Did the developer provide evidence of community outreach?	[X] YES [ ] NO	
9. Project is NOT located in a FEMA mapped Special Flood Hazard Area?	[X] YES [ ] NO	
10. Project is NOT located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area (Census Tract 16)	[X] YES [ ] NO	
11. The developer or its principals are NOT debarred from federal projects or FHFC projects and developer is not on FHFC's or Escambia County's non-compliance listing for any reason	[X] YES [ ] NO	

2. CONTACT INFORMATION:

Applicant Name: Jamie A. Smarr, The National Housing Partnership (NHP) Foundation for Area Housing Commission (AHC) of Pensacola

Mailing Address: 122 East 42nd Street, Suite 4900 New York, NY 10168

Email Address: jsmarr@nhpfoundation.org

Phone Number: (646) 418-3411

Primary Contact/Title: Senior Vice President

Secondary Contact/Title:

3. GENERAL DEVELOPMENT INFORMATION:

FHFC RFA # 2020-205

Development Name: 901 S. Old Corry Field Road Family Housing

Development Address: 901 S. Old Corry Field Road, Pensacola, FL 32507

Parcel Reference Number: 50-2S-30-1000-000-001

Jurisdiction Location: [X] Unincorporated Escambia County [ ] City of Pensacola

Type of Development (check all that apply): [ ] Elderly [X] Family [X] Special Needs [ ] Homeless

Type of Construction: [X] New [ ] Rehabilitation [ ] Acquisition/Rehabilitation

Development Design: [X] Garden Apts [ ] High Rise [ ] Mid Rise, 4 Stories [ ] Townhomes [ ] Quadraplexes [ ] Mid Rise, 5-6 Stories [ ] Duplexes [ ] Other: _____

Total Number of Units: 126 **Number of Set Aside Units:** 2

Is project located in a 2020 RECAP area (census tract 16)? [X] NO [ ] YES (projects located in these census tracts not eligible)

Is project located in a FEMA Special Flood Hazard Area? [X] NO [ ] YES (projects located in FEMA SFHA not eligible)

Is the project located in a City or County Community Redevelopment Area? [X] NO [ ] YES

If yes, provide name of CRA: _____

Is the project located in a Geographic Area of Opportunity (as determined by current FHFC listing of Geographic Areas of Opportunities)? [X] NO [ ] YES

DEVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.

BR SIZE→ / **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)		1	1		
31-50% AMI		4	7		
51-60% AMI		49	64		
61-80% AMI					
>80% AMI					
TOTALS:					

TOTAL UNITS: 126

PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→ / ↓INCOME LEVEL	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)		$371	$445		
31-50% AMI		$433	$519		
51-60% AMI		$742	$819		
61-80% AMI					
>80% AMI					

4. DEVELOPER EXPERIENCE:

a. Has any member of the development team or any principals of the development team been associated with any development currently debarred or prohibited from participating in FHFC or another state's tax credit program? [X] NO [ ] YES If yes, please attach a detailed explanation in APPENDIX I.

b. Has any member of the development team or any principals of the development team been associated with any development that has gone into default or been given a "troubled development" status? [X] NO [ ] YES If yes, please attach a detailed explanation in APPENDIX I.

c. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with the FHFC or another state tax credit program? [X] NO [ ] YES If yes, please attach a detailed explanation in APPENDIX I.

d. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with any Escambia County housing programs? [X] NO [ ] YES If yes, please attach a detailed explanation in APPENDIX I.

e. Provide information on your development teams' housing accomplishments over the past 5 years, including experience with affordable or workforce housing developments. Include summary of staff experience, including organizational chart with names/titles and designation of full or part time status. (ATTACHMENT 6)

f. Provide listing of properties developed or owned by your agency in Escambia or Santa Rosa Counties (APPENDIX A). If none, attach Appendix A and state such.

5. PROPERTY MANAGEMENT TEAM EXPERIENCE:

a. Name of Proposed Property Management Company: Area Housing Commission (AHC) of Pensacola

b. Address of Management Company: 1920 W Garden Street, Pensacola, FL 32502

c. Provide information on the experience of the proposed property management team, specifically with affordable or workforce housing developments. (ATTACHMENT 7)

d. Provide listing of properties managed by the proposed property management company in Escambia or Santa Rosa Counties (APPENDIX B). If none, attach Appendix B, stating such.

6. DESIGN COMPATIBILITY:

Preliminary Site Plan and Elevations submitted as ATTACHMENT 1.

Provide a narrative describing how the proposed development's design is appropriate to the neighborhood, including scale and compatibility with existing neighborhood aesthetics. Include whether there is any plan to allow for community involvement to guide the design process. (APPENDIX C)

7. RESIDENT PROGRAM OFFERINGS:

a. FHFC mandates provision of resident programs. Please note the minimum required resident programs that will be offered at the development:

- ☐ Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only)
- ☐ After School Program for Children
- ☐ Daily Activities
- ☐ Family Support Coordinator
- ☐ Homeownership Opportunity Program
- ☐ Resident Assurance Check-In Program (Elderly)
- ☒ Computer Training
- ☒ Employment Assistance Program
- ☒ Financial Management Program
- ☐ Literacy Training
- ☒ Other: Resident Services Coordinator

b. Please list any resident program offerings in excess of the required minimums from FHFC:

_____

_____

_____

_____

8. LOCAL CONTRACTORS:

Provide evidence that development will use local construction contractors or subcontractors, architects, landscaping firms, environmental services, designers, and/or engineers during the planning and construction of the project that maintain their principal office and place of business in Escambia County, Florida. Provide formal letter(s) on company letterhead that demonstrates partnership with local firms and their capacity in the proposed development. (APPENDIX D)

9. LOCAL PARTNERSHIPS:

Demonstrate partnerships with other not for profits, for profits, or service providers in project development or specific service delivery related to the development. Provide formal letter(s) on company letterhead that demonstrates partnership, MOU, or partnership agreement. (APPENDIX E)

10. EVIDENCE OF COMMUNITY OUTREACH/SUPPORT:

Development provided documentation of community outreach as ATTACHMENT 8.

Provide evidence of community support of project as evidenced by meeting minutes, letter(s) of support from property owners in the vicinity of the proposed development, and/or letter(s) of support from local neighborhood groups. (APPENDIX F)

11. FINANCIAL CAPACITY:

a. Total Development Cost: $15,178,448

b. Cost per Unit: $199,718

c. Is project based rental assistance anticipated for this Development? [X] NO [ ] YES

If yes, list source of rental assistance: _____

Number of Units to receive assistance: _____ Years remaining on rental assistance contract: _____

d. Attach a 15 year Proforma cash flow and proposed sources and uses of funds to demonstrate long-term cash flow for the development. Documents should be based on assumptions of occupancy, rents, and expenses for the duration of the affordability period. (ATTACHMENT 5)

12. LOCAL COMMUNITY BENEFITS:

Provide a narrative describing programs or amenities that the development will offer to the surrounding community as a whole. If applicable, include ways the development will help redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding community. Provide any market studies or analysis that show that the development will help stabilize or improve the area. Describe any innovative ways to reduce public expense in the area (shared parking, sidewalks, etc.). Describe in detail any planned unit set asides for homeless or special needs households (APPENDIX G), including the set aside type, number of units, BR size, rents, and income limits.

NOTE: For the purposes of this application, a Special Needs person is defined in Section 420.0004(13), F.S., which means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

13. ABILITY TO PROCEED:

FHFC-required Ability to Proceed forms included as ATTACHMENT 2, Pre-Application Development Review as ATTACHMENT 3, and Evidence of Site Control as ATTACHMENT 4.

a. Identify how any concerns raised about the ability for the project to proceed as identified in the Pre-Application Review process will be resolved. Provide information about the ability of the project to quickly proceed through underwriting if approved for funding by FHFC. (APPENDIX H)

b. Provide projected project timeline (subject to FHFC approval and underwriting) after approval of agreement by the BCC. Include key dates, such as permit timing, FHFC funding closing dates, substantial completion, and lease-up.

FHFC Award Date: February/March 2021

Permits Secured for Closing: January 2022

Construction/Financial Closing: February/March 2022

Substantial Completion: May 2023

Lease Up/Stabilization: September 2023

14. HOMELESS AND/OR SPECIAL NEEDS SET ASIDE

Additional funding in excess of the minimum local government contribution may be provided if developer provides TWO (2) units as a set aside for homeless or formerly homeless households as referred by the local Continuum of Care and/or for special needs households as defined by Section 420.0004(13) F.S. These set aside units must be rented to households at or below 30% AMI with rent limits at the 30% limits by bedroom as provided by the SHIP program. County funding must be shown in development pro-forma.

Indicate if this development is applying for this additional homeless or special needs set aside funding as outlined in the application. ☐ NO ☒ YES If yes, please continue below.

_____ Number of Homeless Units

__2__ Number of Special Needs Units

Be sure to link how these set asides provide Local Community Benefits in APPENDIX G (See QUESTION 12).

CERTIFICATION:

The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant. All items must be complete and included in the response by the deadline in order to meet minimum qualifications. The proposer recognizes that any tax-exempt debt to be used in connection with financing the project will be issued through the ECHFA and agrees that this application will also be considered an application to the ECHFA for such assistance.

Signature: Jamie Atman Date: 10/11/2020

To advertise, visit:
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- Classifieds Phone: **850.435.8585**
- Classifieds Email: **pnjclass@gannett.com**
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PUBLIC NOTICE

NOTICE is given that Area Housing Commission (AHC) intends to apply to Escambia County's Request for Proposals (RFP) for Local Government Contribution for FHFC Housing Credits (2020-205). The local government contribution will support applications to Florida Housing Finance Corporation for the development of affordable housing in Escambia County.

Two applications will cover the following sites:

Westover Street, Pensacola, FL 32506
901 S Old Corry Field Road, Pensacola, FL 32507

Proposed Site Plans for each project can be found on Area Housing Commission's Website:
Https://www.areahousing.org

Please leave comments at the following email address and/or telephone:
execdir@areahousing.org/ or telephone Abe Singh at 850-438-8561 ext. 1103
Legal No. 4418192 1T 10/13/2020

SCORING CRITERIA

FHFC RFA # 2020-205

Development Name: 901 S Old Corry Field Rd Family Housing

Reviewer: Christine Crespo

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	**20**	20
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project?		
Comments:		
Property Management Experience	**10**	10
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type?		
Comments:		
Design Compatibility	**15**	9
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments:		
Resident Program Offerings	**5**	5
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?		

Comments:		
Local Contractors	**5**	5
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	**5**	0
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments:		
Community Support	**10**	5
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? *Was any other advertising performed? *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? *Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments:		
Target Areas	**5**	5
*Is the project located within a City or County Community Redevelopment Area? **OR** *Is the development located within an Area of Opportunity?		
Comments:		
Financial Capacity	**10**	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		

Local Community Benefits	**10**	5
*Does the development provide programs or amenities that are available to the surrounding neighborhood? *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? *Does the development provide any innovations that may reduce public expenses in the area? *Will the development provide any set asides for extremely low income, homeless or special needs households?		
Comments:		
Ability to Proceed	**5**	5
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments:		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		79 /100

SCORING CRITERIA

FHFC RFA # 2020-205

Development Name: OLD CORRY FIELD RD. FAMILY HOUSING

Reviewer: LEMOS

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	20	20
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project?		
Comments: PER APPLICATION		
Property Management Experience	10	10
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type?		
Comments:		
Design Compatibility	15	12.5
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments: DID NOT ADDRESS COMMUNITY INVOLVEMENT IN DESIGN PROCESS. DID NOT SEE COMMENTS TO ADDRESS CRIME PREVENTION DESIGN.		
Resident Program Offerings	5	0
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?		

Comments: PER APPLICATION NONE EXCESS LISTED		
Local Contractors	5	5
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments: PER APPLICATION		
Local Partnerships	5	5
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments: PER APPLICATION		
Community Support	10	7
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? *Was any other advertising performed? *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? *Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: PNJ ADVERTISED WEBPAGE NO MAILOUTS NO MEETINGS SCHEDULED WITH COMMUNITY		
Target Areas	5	2.5
*Is the project located within a City or County Community Redevelopment Area? **OR** *Is the development located within an Area of Opportunity?		
Comments: WITHIN WASHINGTON CRA NOT IN AN AO		
Financial Capacity	10	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments: PER APPLICATION		
		29.5

Local Community Benefits	10	7
*Does the development provide programs or amenities that are available to the surrounding neighborhood? *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? *Does the development provide any innovations that may reduce public expenses in the area? *Will the development provide any set asides for extremely low income, homeless or special needs households?		
Comments: - DID NOT SPECIFICALLY ADDRESSED AVAILABILITY OF AMENITIES TO NEIGHBORHOODS - DID NOT ADDRESS REDUCTION OF PUBLIC EXPENSES.		
Ability to Proceed	**5**	5
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments: PER APPLICATION		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):	83.5	/100

SCORING CRITERIA

FHFC RFA #	**RFA 2020-205**
Development Name:	**901 S Old Corry Rd Family Housing**
Reviewer:	**M. Reeves**

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	**20**	20
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project?		
Comments: Developer experienced with LIHTC programs. No debarment with FHFC or other compliance issues noted		
Property Management Experience	**10**	10
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type?		
Comments: Partner Area Housing Commission owns and manages multiple affordable housing units within Escambia County.		
Design Compatibility	**15**	13
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments: Mixed uses adjacent to property, including commercial, residential, and park space. Proposed scale and design appropriate. No innovative features proposed.		
Resident Program Offerings	**5**	0
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?		
Comments: None shown in application		

Local Contractors	**5**	5
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments: Architect, engineering, enviro firms proposed.		
Local Partnerships	**5**	0
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments: None provided		
Community Support	**10**	5
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? *Was any other advertising performed? *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? *Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments: PNJ public notices and website, but no evidence of mailout to surrounding area. No local meeting held. No comments or letters provided from public notice		
Target Areas	**5**	5
*Is the project located within a City or County Community Redevelopment Area? **OR** *Is the development located within an Area of Opportunity?		
Comments: Located in Warrington CRA		
Financial Capacity	**10**	10
*Does the development proforma indicate sufficient funding to complete the project?		
Comments: yes		
Local Community Benefits	**10**	6
*Does the development provide programs or amenities that are available to the surrounding neighborhood? *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood?		

*Does the development provide any innovations that may reduce public expenses in the area? *Will the development provide any set asides for extremely low income, homeless or special needs households?		
Comments: Site is undeveloped. No proposed innovations. 2 units set aside for homeless or special needs.		
Ability to Proceed	**5**	4
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments: Ability to proceed forms provided. Consistent with zoning and has evidence of site control.		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		78/100

SCORING CRITERIA

FHFC RFA # **2020-205 (SAIL/4%/Bonds)**

Development Name: **Old Corry Field Rd. Family Apartments (NHP/AHC)** **126 units (54–1BR & 72–2BR)**
901 S. Old Corry Field Road

REVIEWER: Randy Wilkerson, Director of Housing, Escambia County Housing Finance Authority

Description	Maximum Points Available	Points Awarded
Developer Experience	**20**	**19***
*Is the developer currently debarred or prohibited from participating in FHFC programs? No *Does the developer have any areas of non-compliance with FHFC? None listed *Does the developer have adequate experience to complete this type of project? Yes (see comments)		
Comments: 1. No indication that the developer or AHC is debarred or otherwise sanctioned by FHFC with respect to its programs. 2. No areas of non-compliance are noted on the FHFC Compliance Website as of this date. 3. Developer has extensive history of developing HTC properties (both new construction & rehab) in numerous states, including Florida, primarily by utilizing various FHFC and local financing/funding sources to attain affordability. AHC has a long history in Escambia County as the local public housing authority. NHP has over 10,000 affordable units in various states and has been involved with development of over 18,000 affordable units. 4. *The developer has not developed and does not currently own any complexes in Escambia or Santa Rosa counties, however AHC has a long-standing history in the affordable housing arena locally as the local public housing authority with 603 public housing units and additional locally owned affordable units.		
Property Management Experience	**10**	**9***
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? Yes *Does the property management team have experience managing properties of this type? Yes (See comments)		
Comments: Property management to be provided by Area Housing Commission (Pensacola). AHC has operated locally since 1938 as a PHA and actively manages 603 units of public housing, plus scattered site locally owned affordable apartments/units, all located in Escambia County/Pensacola). Virtually of the managed units are primarily governed by affordability restrictions/requirements. *NHP (the co-developer) DOES NOT manage any complexes in Escambia or Santa Rosa County.		
Design Compatibility	**15**	**11**
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? Yes. The intent is to design in keeping with the surroundings *Does the developer have a plan to allow for community involvement to guide the design process? Yes (A public notice was published in the PNJ advising of the planned developments and a website posting of the plans. Interested parties were advised to provide comments regarding the proposed developments to the AHC office or to the Executive Director (via phone or email). *Is the scale of the proposed development appropriate for the surrounding neighborhood? The surrounding area is very mixed use, including public housing, a large park/community center and varied commercial/retail uses. *Does the development display compatibility with existing properties? See comments below *Does the development provide any innovative design features, such as crime prevention through environmental design. None noted		

Comments: Community Involvement: A public notice was published in the PNJ advising of the planned developments with directions for submitting comments. Scale/Compatibility: The property site layout and building design is noted to take into account an existing apartment complex (Pines at Warrington located on Navy Blvd.). Very little discussion of design otherwise.		
Resident Program Offerings	**5**	**3**
*Does the developer offer resident programs in excess of the required minimums from FHFC? Standard only		
Comments: Standard resident services for a family development are planned/proposed. I saw nothing that was above and beyond the standard listing unless the Resident Services Coordinator would be considered to be an extra service.		
Local Contractors	**5**	**4**
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services? Yes (to some degree)		
Comments: Developer or AHC list the following local firms that have been or will be used in developing the apartments: civil engineering (KG Development Services), Architectural (Sam Marshall Architects), and environmental Biome Consulting Group). No real discussion regarding who will be the GC for the actual development.		
Local Partnerships	**5**	**3.5***
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project? No evidence provided (see comments below)		
Comments: Though no "evidence of contact with local agencies was provided there was a notation in the application about *reserving 2 units for special needs which would typically require involvement of a local non-profit referral agency. Minimal points awarded for this notation.		
Community Support	**10**	**6.5**
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? No. There is no evidence that this was completed in the application. *Was any other advertising performed? Yes. Public notice in the PNJ on 10/13/2020, 10/14/2020 & 10/15/2020 *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? No formal community meeting. Rezoning was required so notices were provided to surrounding residents per rezoning requirements. *Can the developer provide letter(s) of support from local neighborhood groups regarding the development? Resolution from the AHC Board, which includes a tenant representative, is included in the application. No neighborhood resident or letters from the larger community are included.		
Comments: Developer provided information to the public by publishing a notice in the Pensacola News Journal on 3 consecutive days (10-13-15-2020). There is no evidence of a community meeting.		
Target Areas	**5**	**2.5**
*Is the project located within a City or County Community Redevelopment Area? **OR** **Yes (Warrington CRA)** *Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)? **No**		
Comments: The site is located in the Warrington CRA but it is not in an Area of Opportunity		
Financial Capacity	**10**	**10**
*Does the development proforma indicate sufficient funding to complete the project?		
Comments: NHP has substantial assets and the capacity to carry out the development as proposed. If financing as proposed is provided to NHP/AHC, there should be no issued with ability to complete the development financially.		

Local Community Benefits	10	7.5
*Does the development provide programs or amenities that are available to the surrounding neighborhood? None stated but Area Housing Commission does own and manage a 200 unit public housing development (Moreno Court) nearby this site which would enable the agency to coordinate services between the facilities. *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? This site is an undeveloped parcel. *Does the development provide any innovations that may reduce public expenses in the area? None are described in the application. *Will the development provide any set asides for homeless or special needs households? 2 units		
Comments: see above		
Ability to Proceed	**5**	5
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? Yes *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? Yes *Based on Preapplication Review from County/City, how able is the development to proceed? Ready to proceed *Does the developer have evidence of site control? Yes (property owned by AHC)		
Comments: There are no indications that the development would have difficulty proceeding promptly assuming the proposed financing is approved/awarded.		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		**81 points** /100

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18869 **County Administrator's Report 10. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/05/2020
Issue: Authorization for Acquisition of Real Property Located at 3300 West DeSoto Street
From: DEBBIE BOWERS, Assistant County Administrator
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization for the Acquisition of Real Property Located at 3300 West DeSoto Street - Cassie Boatwright, Facilities Management Department Director

That the Board take the following action regarding the authorization for acquisition of a parcel of real property located at 3300 West DeSoto Street from the Myrtle Grove Lodge #352:

Authorize staff to negotiate and/or offer a purchase price of $90,000 for a parcel of real property located at 3300 West DeSoto Street, subject to receipt of an appraised value of $90,000 or greater, completion of the due diligence check list, and an executed Sales Agreement. An appraisal for this real property has been ordered and is expected to be completed by November 17, 2020. Additionally, authorize staff to proceed with the remaining due diligence for real property acquisition which is consistent with the provisions of Section 46-139 of the Escambia County code of Ordinances. An executed Sales Agreement will be brought back to the BCC for approval prior to closing on the property.

The property is located strategically across the street from the Brownsville Community Center, which would provide an opportunity to further the vision to bring community services to the citizens of Escambia County. The Lodge notified staff that it had a bona fide offer for the property and time is of the essence if the County is interested in purchasing the property. After evaluating the market, the condition of the building on the property and the Lodge's appraisal ($183,000 valuation), staff recommends the purchase of the Property at $90,000.

BACKGROUND:

The property consists of a two-story 7,330 square foot building on 0.37 acres of land located to the east of Brownsville Community Center and to the north of vacant County-owned land. Built in 1951, the building has a fellowship hall, kitchen, meeting areas, offices, three bathrooms, and an elevator. However, the property will require significant investment prior to use. The property is zoned medium density residential, assessed at $99,128, and listed on the market this summer.

BUDGETARY IMPACT:

Funding for this project is available in the Brownsville CRA Fund 151-370113.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Aerial Map

Proposed Acquisition



ESCAMBIA COUNTY
FACILITIES DEPARTMENT

SSW 10/29/2020 DISTRICT 3

Myrtle Grove Lodge No. 352
3300 W. DeSoto Street

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18871 **County Administrator's Report 10. 6.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/05/2020
Issue: New Correctional Facility Update
From: Cassie Boatwright, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:
Recommendation Concerning New Correctional Facility Update - Cassie C. Boatwright, Facilities Management Department Director

That the Board discuss the status of the construction of the New Correctional Facility.

BACKGROUND:
New Correctional Facility update will be given by Cassie C. Boatwright, Director of Facilties Management and William R. Powell, Director of Corrections.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18745 **County Attorney's Report 10. 1.**
BCC Regular Meeting **Action**
Meeting Date: 11/05/2020
Issue: Proposed Settlement of Workers' Compensation Claim Brought by Former Sheriff's Deputy James Salter.
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Proposed Settlement of Workers' Compensation Claim Brought by Former Sheriff's Deputy James Salter.

That the Board approve a global settlement agreement in the sum of $83,250.00. The proposed settlement would constitute a full resolution of any and all medical and indemnity benefits, attorney's fees and costs to which James Salter and his attorney may be entitled under the Florida Workers' Compensation Act. All settlement funds would be reimbursed by excess carriers, Liberty Mutual and AmeriTrust.

BACKGROUND:

James Salter is a 74-year-old former Master Sheriff's Deputy for the Escambia County Sheriff's Office, who sustained injuries as a result of a motor vehicle accident occurring on March 22, 2007, while in the course and scope of his employment. He sustained hematomas to the left side of his head, fractures of his left acetabulum (hip) and left elbow, as well as multiple pelvic and rib fractures, including transverse process fractures to his spine at the L1 and L2 levels and the L3 and L5 levels. He also sustained compression fractures at Levels L3 and L5. He underwent multiple in-hospital surgeries and his stay in the hospital extended for six weeks.

As would be expected, Mr. Salter undertook an extensive period of rehabilitation, but was left with a 10% permanent impairment rating to his left hip. He continues receiving pain management treatment, but was given a whole-body permanent impairment rating of 21%.

Over the past decade, Mr. Salter has pursued treatment for ongoing symptoms through Dr. Barry Lurate, an orthopedic surgeon, and Dr. Harris, a pain management specialist. The treatment has consisted primarily of prescription medication, occasional injections to the spine, diagnostic studies, and physical therapy. Mr. Salter's care has generated over $300,000.00 in medical expenses since the original date of accident. As Mr. Salter is a current Medicare beneficiary, a Medicare set-aside proposal approval by the Centers for Medicare and Medicaid Services was obtained in the sum of $60,347.00 for Mr. Salter's remaining life expectancy. Future medical costs could escalate due to the possibility of another hip surgery.

The parties and their counsel negotiated a provisional settlement in which the Escambia County Board of County Commissioners and PGCS would be released from future liability for Workers' Compensation benefits in exchange for the lump sum payment of $83,250.00. The self-insured retention level has been exhausted and, therefore, the excess insurance carriers, Liberty Mutual and Ameritrust, will be ultimately responsible for payment of the settlement. The excess carriers have already approved the proposed settlement amount. Brian Hanley, the attorney retained by PGCS to represent the County in this matter, recommends the settlement as proposed, be approved by the Board.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Retained insurance counsel will prepare the settlement documents.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18772 **County Attorney's Report 10. 2.**
BCC Regular Meeting **Action**
Meeting Date: 11/05/2020
Issue: Authorize Substitution as Counsel for Esc. Co. in Place of the Lydecker Diaz Law Firm in Andrea Minyard, M.D. v. Esc. Co., Case No. 3:20-00034 TKW/EMT
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization for Substitution as Counsel by Escambia County Attorney Office for Lydecker Diaz Law Firm in Andrea Minyard, M.D. v. Esc. Co., Case No. 3:20-00034-TKW/EMT.

That the Board authorize the County Attorney's Office to substitute as counsel for Escambia County in place of Lydecker Diaz Law Firm in this pending matter.

BACKGROUND:

Chubb Insurance Company, provided public entity liability coverage for Escambia County. Escambia County, along with the other three counties comprising District 1, was sued by Andrea N. Minyard, M.D., the former Interim Medical Examiner because of alleged violation of the Equal Pay Act. She is claiming that the Boards comprising District 1 approved a contract with Dr. Timothy Gallagher to pay him $325,000.00 per year in compensation as Interim Medical Examiner, after Dr. Minyard resigned her position effective September 30, 2019, constitutes a violation of the Equal Pay Act on the basis of gender, as she was paid $250,000.00 per year. Chubb denied coverage because of exclusions that Dr. Minyard is part of a law enforcement or is part of health care operations which are excluded under the policy. As to the Equal Pay Act claim, Escambia County denies that it or any other county employed Dr. Minyard and that she was an independent contractor.

This office will undertake a vigorous defense of the Equal Pay Act claim and will seek to obtain a final summary judgment in favor of Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18823 **County Attorney's Report 10. 3.**
BCC Regular Meeting **Action**
Meeting Date: 11/05/2020
Issue: Settlement - Esc. Co. adv. CEJ South, Inc., Case No. 2014 CA 2270 & Esc. Co. v. CEJ South, Inc. d/b/a Family-Funeral & Cremation, Case No. 2020 CA 787
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of Esc. Co. adv. CEJ South, Inc., Case No. 2014 CA 002270 & Esc. Co. v. CEJ South, Inc. d/b/a Family-Funeral & Cremation, Case No. 2020 CA 000787.

That the Board authorize the Chairman to sign the settlement agreement regarding the pending litigation between Escambia County and CEJ South, Inc.

BACKGROUND:

The Board met in attorney/client session and authorized a settlement in which CEJ South, Inc. and Escambia County would resolve the pending litigation between them by dismissing each of their cases against the other and entering into the attached settlement agreement. The settlement agreement provides that CEJ South, Inc., d/b/a Family-Funeral and Cremation will be responsible for paying cremation user fees for private cremations from July 1, 2020, and continuing. As part of the settlement, CEJ South, Inc. will dismiss with prejudice its claim against Escambia County relating to the siting of its crematorium.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Settlement Agreement

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Settlement Agreement") is made and entered into as of November ____, 2020 by and between C.E.J. South, Inc. d/b/a Family-Funeral and Cremation, a Florida corporation ("CEJ South") and Escambia County, Florida, a political subdivision ("Escambia County") (CEJ South and Escambia County are each individually a "Party" and collectively, the "Parties").

WHEREAS, Escambia County filed a Complaint against CEJ South in Escambia County Circuit Court Case Number 2020-CA-000787 to collect $32,720 in unpaid cremation user fees as of October 1, 2018, and all unpaid user fees accruing since that date;

WHEREAS, CEJ South has moved to dismiss the Complaint in Circuit Court Case Number 2020-CA-000787 asserting that Escambia County has no authority to collect cremation user fees from crematories;

WHEREAS, CEJ South filed a Complaint against Escambia County in Escambia County Circuit Court Case Number 2014-CA-002270 seeking a declaratory judgment that Escambia County Ordinance Number 2004-30 and the resulting revisions to Article 7 of Escambia County's Land Development Code were invalid; and,

WHEREAS, in order to avoid the expense, burden and delay of litigating the claims against each other, and without admitting or acknowledging any liability, the Parties now wish to affect a complete resolution and settlement of Case Number 2020-CA-000787 and Case Number 2014-CA-002270, and any and all claims which the Parties could have against each other in these cases, including any and all claims that were or could have been raised; and the Parties freely and voluntarily enter into this Settlement Agreement for that purpose.

NOW THEREFORE, in consideration of the covenants contained in this Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and are incorporated into this Settlement Agreement by reference.

2. **Dismissal of Circuit Court Case Number 2014-CA-002270**. CEJ South agrees to voluntarily dismiss Circuit Court Case Number 2014-CA-002270 with prejudice within 5 business days of the date this Agreement is approved by the Escambia County Board of County Commissioners and executed by Escambia County. CEJ South shall take nothing from Circuit Court Case Number 2014-CA-002270. In exchange for CEJ South's voluntary dismissal with prejudice of its lawsuit, Escambia County agrees that:

   a. it shall not seek reimbursement for any attorneys' fees and costs Escambia County incurred Circuit Court Case Number 2014-CA-002270;

b. it shall waive its right to collect any unpaid cremation user fees allegedly owed by CEJ South prior to July 1, 2020; and

c. it shall voluntarily dismiss Circuit Court Case Number 2020-CA-000787 in accordance with the terms of paragraph 3 below.

3. **Dismissal of Circuit Court Case Number 2020-CA-000787**. As stated in paragraph 2(c) above, Escambia County agrees to voluntarily dismiss Circuit Court Case Number 2020-CA-000787 within 5 business days of the date this Agreement is approved by the Escambia County Board of County Commissioners and executed by Escambia County. Escambia County shall take nothing from Circuit Court Case Number 2020-CA-000787. In exchange for Escambia County's voluntary dismissal of its lawsuit, CEJ agrees that:

a. it shall not seek reimbursement for any attorneys' fees and costs Escambia County incurred Circuit Court Case Number 2020-CA-000787; and

b. it will pay all cremation user fees charged by Escambia County for any cremation authorizations granted on, or after, July 1, 2020, and continuing.

4. **Cremation User Fees.** As stated in paragraph 3(b) above, CEJ South agrees to pay the cremation user fee charged by Escambia County for any cremation authorizations granted on, or after, July 1, 2020, and continuing. However, the parties agree that CEJ South is not responsible for paying a cremation user fee for any cremation performed in a "Medical Examiner Case" or "Indigent Case." "Medical Examiner Cases" refers to those cases in which the Medical Examiner performs an autopsy and the autopsied body is disposed of by cremation. "Indigent Cases" refers to any cremation of a deceased person which is declared unclaimed and/or indigent and is performed by CEJ South pursuant to a contract with Escambia County. CEJ South is only liable for the cremation user fees charged by Escambia County for "private cremations". "Private cremations" refers to those cremations chosen, and paid for, by the family or estate of a deceased person in lieu of a burial. Escambia County's practice to date has been to invoice crematories for the cremation authorization fees quarterly. As of the date this Agreement is executed, Escambia County has not yet invoiced CEJ South for any cremation authorizations granted on, or after, July 1, 2020. Upon receiving an invoice from Escambia County for the quarter ending September 30, 2020, and any quarter thereafter, CEJ South shall have 15 days from the date of receiving the invoice to contest the validity of any charges contained therein. If CEJ South believes that it has been charged in error for any Medical Examiner Cases or Indigent Cases, it shall provide written notice to Escambia County of the charges in dispute. Written notice shall be provided to Clara Long, Director of Neighborhood and Human Services. Written notice may be provided by e-mail to clong@myescambia.com. If the individual to whom notice should be given ever changes, it shall be incumbent upon Escambia County to notify CEJ South of the change and to provide the contact information for the person to whom notice should be directed. CEJ South shall have 30 days from the date it receives an invoice for cremation user fees to pay any undisputed charges.

5. **Mutual Releases**.

a. Upon the full performance of all conditions and provisions set forth in this Settlement Agreement, CEJ South, for itself and its predecessors, successors and assigns, hereby irrevocably, fully and forever releases, Escambia County from any and all known and unknown claims, complaints, grievances, liabilities, obligations, promises, agreements, damages, causes of action, rights debts, demands, controversies, costs, losses and expenses whatsoever, existing now, under any municipal, local, state or federal law, common or statutory, related to, concerning, or arising, directly or indirectly, out of any injury, damage, loss or expense incurred in connection with any and all claims that were or could have been raised in Circuit Court Case Number 2014-CA-002270.

b. Subject to its continuing obligation to pay the cremation user fee charged by Escambia County for any cremation authorizations granted on, or after, July 1, 2020, as stated in paragraphs 3(b) and 4 above, upon the full performance of all conditions and provisions set forth in this Settlement Agreement, Escambia County, for itself and its predecessors, successors and assigns, hereby irrevocably, fully and forever releases, CEJ South from any and all known and unknown claims, complaints, grievances, liabilities, obligations, promises, agreements, damages, causes of action, rights, debts, demands, controversies, costs, losses and expenses whatsoever, existing now, under any municipal, local, state or federal law, common or statutory, related to, concerning, or arising, directly or indirectly, out of any injury, damage, loss or expense incurred in connection with any and all claims that were or could have been raised in Circuit Court Case Number 2020-CA-000787.

6. **Cooperation**. The Parties agree to cooperate with each other after this Agreement is executed to effectuate this Settlement Agreement.

7. **Consideration**. The Parties represent, warrant and agree that the voluntary dismissal with prejudice of Circuit Court Case Number 2014-CA-002270 and Circuit Court Case Number 2020-CA-000787 constitutes adequate consideration for the rights and obligations created herein.

8. **Attorneys' Fees**. The Parties agree to pay their own attorneys' fees and costs with respect to the Litigation, including all actions necessary to effectuate this Settlement Agreement.

9. **Entire Agreement**. This Settlement Agreement is intended by the Parties as a final and complete expression of their agreement and understanding with respect to its subject matter. The Parties acknowledge that no promise, inducement or agreement not contained herein has been expressed or made to any of them in connection with this Settlement Agreement. The terms of this Settlement Agreement are contractual, and may not be changed, modified, altered, interlineated or supplemented, nor may any covenant, representation, warranty or other provision herein be waived, except by agreement in writing signed by the Party against whom enforcement of the charge, modification, alteration, interlineation or supplementation is sought. Nor may any covenant, representations, warranty or other provision herein be waived, except by agreement in writing signed by the Party against whom enforcement of the wavier is sought.

10. **Effective Date**. This Settlement Agreement shall become binding upon approval by this Board of County Commissioners at a regular or special meeting, and be closed by the execution hereby by all Parties.

11. **Copies**. Any true executed copy of this Settlement Agreement shall be deemed to constitute an original of the same.

12. **Construction and Interpretation of Settlement Agreement**. The language of this Settlement Agreement is a product of the mutual effort of the Parties. This Settlement Agreement shall be construed fairly as to all Parties, and it shall not be construed for or against any of the Parties on the basis of the extent to which that Party participated in drafting it.

13. **Severability**. In the event that any term or provision of this Settlement Agreement contradicts any term or provision of any other document, instrument or agreement between the Parties, the terms of this Settlement Agreement shall control. If any provision of this Settlement Agreement shall be invalid, illegal or otherwise unenforceable, such provision shall be severable from other provisions of this Settlement Agreement, and the validity, legality and enforceability of the remaining provisions of this Settlement Agreement shall not be adversely affected or impaired, and shall thereby remain in full force and effect.

14. **Applicable Law**. This Settlement Agreement shall be interpreted, construed, and enforced according to the laws of the State of Florida. Any action brought to enforce or interpret this Settlement Agreement shall be filed in Escambia County, Florida. The Parties hereby agree to the jurisdiction of the First Judicial Circuit, in and for Escambia County, Florida, for resolving any claims or actions arising from this Settlement Agreement or its interpretation.

15. **Authority to Execute**. The Parties represent and warrant that (a) they have all the required power, capacity, and authority to enter into, execute, and perform this Settlement Agreement; (b) the execution of this Settlement Agreement is free and voluntary; and (c) they have not assigned or transferred to any person, firm, corporation, partnership, association or other entity whatsoever any or all of the rights, duties or obligations embodied or released in this Settlement Agreement.

16. **Waiver of Jury Trial**. IN ANY ACTION, MOTION OR OTHER PROCEEDING TO ENFORCE THE TERMS OF THIS SETTLEMENT AGREEMENT, THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS EACH MAY HAVE TO A TRIAL BY JURY AND CONSENT TO A COURT TRIAL BEFORE A JUDGE.

17. **Careful Review and Understanding**. All Parties to this Settlement Agreement have had the opportunity to consult with counsel of their choice regarding the scope and content of this Settlement Agreement, and understand its terms and provisions, and have not relied on any representations or statements of any other Party. Each term of the Settlement Agreement is contractual and not merely a recital. With respect to the subject matter of this Settlement Agreement, this Settlement Agreement is entered into voluntarily and in the absence of any economic, physical or mental duress or coercion.

Agreement, this Settlement Agreement is entered into voluntarily and in the absence of any economic, physical or mental duress or coercion.

18. **Headings**. The headings included in this Settlement Agreement are for convenience and reference only and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof.

19. **Counterparts**. This Settlement Agreement may be executed in any number of duplicate originals or counterparts by the Parties, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same instrument. Facsimile and electronic copies shall be valid and binding.

20. **Binding Effect**. This Settlement Agreement shall be binding and inure to the benefit of the Parties and their heirs, legal representatives, attorneys, shareholders, officers, directors, employees, agents, divisions, successors, and assigns.

21. **Waiver**. The failure of any Party to this Settlement Agreement to insist upon the performance of any of the terms and conditions of this Settlement Agreement, or the waiver of any breach of any of the terms and conditions of this Settlement Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

IN WITNESS WHEREOF, the parties cause this Settlement Agreement to be executed as of the date first written above.

C.E.J. South, Inc. d/b/a Family Funeral and Cremation

By: Chris Jensen

Its: Authorized Representative

Date: 10/22/2020

Escambia County, Florida

By: Steven Barry

Its: Chairman of the Board of County Commissioners

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18836 **County Attorney's Report 10. 4.**
BCC Regular Meeting **Action**
Meeting Date: 11/05/2020
Issue: Approval of Proposed Settlement of Medical Benefits in Workers' Compensation Claim Brought by Walter Johnson
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Proposed Settlement of Medical Benefits in Workers' Compensation Claim Brought by Walter Johnson.

That the Board approve a proposed settlement in the sum of $85,000.00 for past and future medical benefits, payable to former employee Walter Johnson. If approved, all settlement funds would be reimbursed by the excess carrier.

BACKGROUND:

Walter Johnson is a 70-year-old male who has sustained injuries as a result of an accident in the course and scope of his employment as an equipment operator for Escambia County. On June 25, 1982, Mr. Johnson sustained injuries primarily to his lower back and right shoulder while operating a County truck. Also arising from his employment, he developed hearing loss and hypertension. All of these medical conditions were causally linked to his employment as a heavy equipment operator and have been accepted as compensable.

Since the accident, Mr. Johnson has undergone extensive treatment for his injuries and medical conditions. He has incurred more than $113,000.00 in medical benefits since the commencement of his claim. In 2005, it was determined that he could no longer work in any capacity. Since then, he has been paid permanent total disability benefits and associated supplemental benefits. However, at this point in time, neither Mr. Johnson, nor the excess carrier is interested in settling his future entitlement to indemnity benefits.

Because of his ongoing health conditions that necessitate extensive medical care, he will almost certainly continue to require authorized medical treatment for the rest

of his life. Mr. Johnson is a Medicare beneficiary and any settlement of medical benefits in excess of $25,000.00 has required approval by the Centers for Medicare and Medicaid Services (CMS). The carrier has obtained approval by the CMS of a Medicare set-aside arrangement in the sum of $49,887.00. However, the MSA proposal does not include anticipated expenditures regarding Mr. Johnson's hearing aids or other medical equipment. As he continues to age, medical costs for these conditions will increase.

Pursuant to Section 440.20(11), Fla. Stat., the parties recently negotiated a provisional settlement agreement releasing the County and PGCS (the third-party administrator) from future liability for medical benefits in exchange for a lump sum payment of $85,000.00. As the self-insured retention has been exhausted, the excess insurance carrier will be responsible for reimbursing the County these settlement funds. The excess carrier has already approved the proposed settlement amount. Brian T. Hanley, insurance-retained counsel representing the County in this Workers' Compensation claim, recommends approval of the proposed settlement.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Mr. Hanley will prepare the settlement documents.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18857 **County Attorney's Report 10. 5.**
BCC Regular Meeting **Action**
Meeting Date: 11/05/2020
Issue: Escambia County State of Local Emergencies
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Escambia County State of Local Emergencies.

That the Board take the following actions:

A. Ratification of Escambia County State of Local Emergency Resolution R2020-150, R2020-151, R2020-152, R2020-153, R2020-154; and

B. Extension of Escambia County State of Local Emergencies.

BACKGROUND:
Due to the COVID-19 pandemic and attendant federal and state declarations of emergency, the federal government has released federal aid dollars to state and local governments for COVID-19 related expenses and impacts.

Hurricane Sally struck Escambia County and surrounding areas with high storm surge, flooding rains and high winds on September 16, 2020, causing extensive damage to infrastructure, property, and utilities. The recovery effort will be extensive. Continuation of the state of emergency related to Hurricane Sally will allow Escambia County to proceed with a safe and efficient recovery effort. In addition, to process all the hurricane vegetative debris, the County has entered into a revocable license agreement with Pensacola State College for a debris management site.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

All documents have been reviewed and approved by County Attorney Alison Rogers.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution R2020-150
Resolution R2020-151
Resolution R2020-152
Resolution R2020-153
Resolution R2020-154

RESOLUTION R2020-150
DECLARATION OF STATE OF LOCAL EMERGENCY

A RESOLUTION OF THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 ("COVID-19") threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

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

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

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35, R2020-36, R2020-37, R2020-38, R2020-39, R2020-52, R2020-55, R2020-63,

R2020-64, R2020-71, R2020-72, R2020-75, R2020-76, R2020-80, R2020-81, R2020-93, R2020-94, R2020-95, R2020-100, R2020-102, R2020-108, R2020-110, R2020-120, R2020-123, R2020-125, R2020-134, R2020-138, R2020-141 and R2020-147, declaring a state of local emergency that shall expire at 1:59 p.m. on the 26th day of October 2020; and

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

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Chairman of the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.

2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the 26th day of October, 2020, and to expire at 1:59 p.m., central daylight time, on the 2nd day of November, 2020.

3. The Chairman of the Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:

    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.

    b. Entering into contracts.

    c. Incurring obligations.

    d. Employment of permanent and temporary workers.

    e. Utilization of volunteer workers.

    f. Rental of equipment.

    g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

    h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to

carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

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

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners, or until the Board terminates such authority or declares that the state of local emergency has ended.

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

Adopted this 20th day of October 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Date Executed
10/20/2020

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/19/2020

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

October 21, 2020

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

Attention: DeLana Allen-Busbee

Dear Ms. Childers:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Escambia County Resolution R2020-150, which was filed in this office on October 21, 2020.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

RESOLUTION R2020-151
DECLARATION OF STATE OF LOCAL EMERGENCY

WHEREAS, the Chairman of the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by the aftermath of Hurricane Sally; and

WHEREAS, the aftermath of Hurricane Sally has posed and continues to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, pursuant to section 37-35 of the Escambia County Code of Ordinances, the Board of County Commissioners may declare or extend a state of emergency.

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

1. The above recitals are true and are incorporated herein.
2. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 1:00 p m., central daylight time, the 26th day of October, 2020.
3. The Chairman of the Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:
    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
    b. Entering into contracts.
    c. Incurring obligations.
    d. Employment of permanent and temporary workers.
    e. Utilization of volunteer workers.
    f. Rental of equipment.
    g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) has been activated and is hereby extended as above.

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.

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

Adopted this 20th day of October, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Date Executed
10/20/2020

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/19/2020

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

October 21, 2020

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

Attention: DeLana Allen-Busbee

Dear Ms. Childers:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Escambia County Resolution R2020-151, which was filed in this office on October 21, 2020.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

RESOLUTION R2020-152
DECLARATION OF STATE OF LOCAL EMERGENCY

WHEREAS, the Board of County Commissioners of Escambia County has been informed by her emergency management staff of the imminent threat posed by Tropical Storm Zeta; and

WHEREAS, Tropical Storm Zeta has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, time and circumstances are such that a special emergency meeting of the Board of County Commissioners cannot be called; and

WHEREAS, pursuant to section 37-35 of the Escambia County Code of Ordinances, one Commissioner may declare a state of emergency.

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

1. The above recitals are true and are incorporated herein.
2. A state of local emergency hereby exists in Escambia County, Florida, effective for seven (7) days beginning 8:00 a m., central daylight time, the 27th day of October, 2020.
3. The Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:
    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.
    b. Entering into contracts.
    c. Incurring obligations.
    d. Employment of permanent and temporary workers.
    e. Utilization of volunteer workers.
    f. Rental of equipment.

g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

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

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.

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

Adopted this 27th day of October, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Date Executed
10/27/2020

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/27/20

Rev. 6/15

RESOLUTION R2020-153
DECLARATION OF STATE OF LOCAL EMERGENCY

A RESOLUTION OF THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 ("COVID-19") threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

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

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

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35, R2020-36, R2020-37, R2020-38, R2020-39, R2020-52, R2020-55, R2020-63,

R2020-64, R2020-71, R2020-72, R2020-75, R2020-76, R2020-80, R2020-81, R2020-93, R2020-94, R2020-95, R2020-100, R2020-102, R2020-108, R2020-110, R2020-120, R2020-123, R2020-125, R2020-134, R2020-138, R2020-141, R2020-147 and R2020-150, declaring a state of local emergency that shall expire at 1:59 p.m. on the 2nd day of November 2020; and

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

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Chairman of the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.

2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the 2nd day of November, 2020, and to expire at 1:59 p.m., central daylight time, on the 9th day of November, 2020.

3. The Chairman of the Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:

    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.

    b. Entering into contracts.

    c. Incurring obligations.

    d. Employment of permanent and temporary workers.

    e. Utilization of volunteer workers.

    f. Rental of equipment.

    g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

    h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to

carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

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

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners, or until the Board terminates such authority or declares that the state of local emergency has ended.

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

Adopted this 27th day of October 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date Executed
10/27/2020

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

SEAL

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/27/20

RESOLUTION R2020-154
DECLARATION OF STATE OF LOCAL EMERGENCY

WHEREAS, the Chairman of the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by the aftermath of Hurricane Sally; and

WHEREAS, the aftermath of Hurricane Sally has posed and continues to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as their real and personal property; and

WHEREAS, pursuant to section 37-35 of the Escambia County Code of Ordinances, the Board of County Commissioners may declare or extend a state of emergency.

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

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

h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) has been activated and is hereby extended as above.

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or his designee, or until further action by the Board of County Commissioners terminates such authority or declares that the state of local emergency has ended.

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

Adopted this 27th day of October, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Date Executed
10/27/2020

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title:
Date: 10/27/20

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18859 **County Attorney's Report 10. 6.**
BCC Regular Meeting **Action**
Meeting Date: 11/05/2020
Issue: Resolution Amending and Restating Resolution R2018-123
From: KRISTIN HUAL, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Amending and Restating Resolution R2018-123 Identifying LOST Economic Development Trust Fund and Projects to be Funded from the Trust Fund.

That the Board take the following action concerning the Resolution amending and restating Resolution R2018-123:

A. Adopt the Resolution; and

B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

On November 5, 2015, the Board previously adopted Resolution R2015-149 designating: 1) the NOLF-X development; and 2) the Navy Federal Credit Union economic development incentive fund grant as projects that may be funded from the LOST Economic Development Trust Fund in an amount of up to thirteen (13) million dollars to be deposited into the LOST Economic Development Trust Fund on or before December 31, 2017.

On February 16, 2017, the Board adopted Resolution R2017-27 to amend Section 4 of the Resolution in order to reduce the designated funding amount to eight (8) million dollars of LOST funds that may be deposited in the LOST Economic Development Trust Fund on or before December 31, 2017, and designate up to $500,000.00 that may be deposited in the LOST Economic Development Trust Fund on an annual basis for ten (10) years thereafter in order to fund the designated projects.

On October 18, 2018, the Board adopted Resolution R2018-123 repealing and replacing Resolution R2015-149, as amended by Resolution R2017-27, to designate additional economic development projects that may be funded from the LOST Economic Development Trust Fund during the County Fiscal Year (FY) 18/19. In addition to Projects 1 - 2, the Board designated Projects a) - f) in the following funding amounts:
a) Town of Century Economic Development Initiative - $50,000;
b) Gulf Coast Minority Chamber of Commerce, Inc. - $60,000;
c) Pensacola-Escambia County Promotion and Development Commission - $550,000;
d) Junior Achievement of Northwest Florida, Inc. - $20,000;
e) Escambia County School Readiness Coalition, Inc. d/b/a Early Learning Coalition of Escambia County - $238,875; and
f) Escambia County Summer Employment Program - $200,000.

The proposed Resolution will amend Resolution R2018-123 to designate the Center for Independent Living of Northwest Florida, Inc. as an additional economic development project that may be funded from the LOST Economic Development Trust Fund. The proposed Resolution will further amend Resolution R2018-123 to eliminate the designated project funding amounts for Projects A - G with the amount(s) to be determined annually by the Board of County Commissioners; provided that the total amount of LOST funds deposited in the LOST Economic Development Trust Fund on an annual basis does not exceed 15% of the surtax proceeds in accordance with §212.055(2)(d)3., Florida Statutes.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The Resolution was prepared by Senior Assistant County Attorney, Kristin D. Hual.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Resolution

RESOLUTION NUMBER R2020- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING AND RESTATING RESOLUTION 2018-123 DESIGNATING ECONOMIC DEVELOPMENT PROJECTS TO BE FUNDED FROM THE LOCAL OPTION SALES TAX (LOST) ECONOMIC DEVELOPMENT TRUST FUND; PROVIDING FOR LOST FUNDING AMOUNTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §212.055, Florida Statutes, provides for the levy of a local government infrastructure surtax ("surtax") by the governing board of each county; and

WHEREAS, on June 2, 2005, the Board of County Commissioners ("Board") adopted Ordinance 2005-14 levying a one-cent surtax in Escambia County for a period of eleven years, which was subsequently approved by a majority of the electorate voting in a referendum held on March 7, 2006; and

WHEREAS, §212.055, Florida Statutes, provides for the extension of the surtax; and

WHEREAS, on August 21, 2014, the Board adopted Ordinance 2014-32 extending the levy of the one-cent surtax in Escambia County for an additional eleven-year period, which was subsequently approved by a majority of the electorate voting in a referendum held on November 4, 2014; and

WHEREAS, the surtax will be collected through December 31, 2028; and

WHEREAS, the Board of County Commissioners has established a Local Option Sales Tax (LOST) Economic Development Trust Fund for the purpose of funding economic development projects having a general public purpose of improving local economies, including funding of operational costs and incentives related to economic development; and

WHEREAS, on November 5, 2015, the Board adopted Resolution R2015-149 designating the NOLF-X development and the Navy Federal Credit Union economic development incentive fund grant as projects that may be funded from LOST Economic Development Trust Fund; and

WHEREAS, Resolution R2015-149 further designated up to thirteen (13) million dollars of LOST funds that may be deposited in the LOST Economic Development Trust Fund by December 31, 2017, in order to fund the designated projects; and

WHEREAS, on February 16, 2017, the Board adopted Resolution R2017-27 to amend Section 4 of the Resolution in order to reduce the designated funding amount to eight (8) million dollars of LOST funds that may be deposited in the LOST Economic Development Trust Fund by December 31, 2017, and designate up to $500,000.00 that may be deposited in the LOST Economic Development Trust Fund on an annual basis for ten (10) years thereafter in order to fund the designated projects; and

WHEREAS, on October 18, 2018, the Board adopted Resolution R2018-123 repealing and replacing Resolution R2015-149, as amended by Resolution R2017-27, to designate economic development projects that may be funded from the LOST Economic Development Trust Fund during the County' Fiscal Year (FY) 18/19; and

WHEREAS, the Board now wishes to amend and restate Resolution 2018-123 to designate an additional economic development project that may be funded from the LOST Economic Development Trust Fund with funding to be determined annually as provided herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, Florida that:

Section 1. Recitals. The Recitals to this Resolution are true and correct and incorporated into this Resolution by reference.

Section 2. Findings.

The Board of County Commissioners finds that appropriating public funds in support of the development of the NOLF-X site and the Navy Federal Credit Union economic development incentive fund grant serves the general public purpose of improving local economies.

The Board of County Commissioners further finds that appropriating public funds in support of the Town of Century Economic Development Initiative, Gulf Coast Minority Chamber of Commerce, Inc., Pensacola-Escambia County Promotion and Development Commission, Junior Achievement of Northwest Florida, Inc., Escambia County School Readiness Coalition, Inc. d/b/a Early Learning Coalition of Escambia County, Center for Independent Living of Northwest Florida, Inc., and the Escambia County Summer Employment Program serves the general public purpose of improving local economies.

Section 3. Projects to be funded from the LOST Economic Development Trust Fund.

The Board of County Commissioners designates the following economic development projects ("**Projects 1-2**") as economic development projects that may be funded from the LOST Economic Development Trust Fund:

1. Development of the NOLF-X site in Santa Rosa County; and
2. Navy Federal Credit Union economic development incentive fund grant.

The Board of County Commissioners further designates the following economic development projects ("**Projects A-G**") as economic development projects that may be funded from the LOST Economic Development Trust Fund:

A. Town of Century Economic Development Initiative;
B. Gulf Coast Minority Chamber of Commerce, Inc.;
C. Pensacola-Escambia County Promotion and Development Commission;
D. Junior Achievement of Northwest Florida, Inc.;
E. Escambia County School Readiness Coalition Inc. d/b/a Early Learning Coalition of Escambia County;
F. Center for Independent Living of Northwest Florida, Inc.; and
G. Escambia County Summer Employment Program.

This Resolution authorizes, but does not require, the Board of County Commissioners to undertake these Projects.

Section 4. Funding.

The Board of County Commissioners previously designated up to eight (8) million dollars of LOST funds to be deposited in the LOST Economic Development Trust Fund on or before December 31, 2017, and designates up to $500,000.00 to be deposited in the LOST Economic Development Trust Fund on an annual basis for ten (10) years thereafter in order to fund the economic development projects identified in Section 3 as **Projects 1-2**.

The Board of County Commissioners further designates additional LOST funds that may be deposited in the LOST Economic Development Trust Fund to fund economic development projects identified in Section 3 as **Projects A-G** in an amount to be determined annually by the Board of County Commissioners; provided that the total amount of LOST funds deposited in the LOST Economic Development Trust Fund on an annual basis does not exceed 15% of the surtax proceeds in accordance with §212.055(2)(d)3., Florida Statutes.

Section 5. **Effective Date.** This resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

By: _____
Deputy Clerk

Date: 10-26-2020

(Seal)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18876 **County Attorney's Report 10. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/05/2020
Issue: Legal Representation for the Three Mile Bridge Outage
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Legal Representation for the Three Mile Bridge Outage.

At the request of Commissioner Bergosh, that the Board discuss providing the County Attorney's Office direction regarding legal representation for the Three Mile Bridge Outage.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18856 **County Attorney's Report 10. 1.**
BCC Regular Meeting **Information**
Meeting Date: 11/05/2020
Issue: Krystopher Walden v. Escambia County, FCHR Charge No. 202024819
From: KIA JOHNSON, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Krystopher Walden v. Escambia County, FCHR Charge No. 202024819.

That the Board be made aware that the County Attorney's Office has successfully defended a charge of discrimination recently filed with the Florida Commission on Human Relations ("FCHR"). Based upon the FCHR's investigation, the FCHR determined that there is no reasonable cause to believe that an unlawful employment practice occurred with respect to Mr. Walden. Therefore, the charge of discrimination was dismissed.

BACKGROUND:

On January 17, 2017, Mr. Walden was hired as a fueler at ECAT. On December 9, 2019, Mr. Walden was terminated from employment with the County. Mr. Walden alleged discrimination based on race, retaliation-FMLA, and disability. The County expressly denied any discriminatory or unlawful employment practice and maintained that Mr. Walden was terminated for excessive excused or unexcused absence occurrences in a 12-month period. Within the 12-month period, Mr. Walden received 10 absence occurrences. Such a pattern of excused or unexcused absences is a violation of the Collective Bargaining Agreement for Mr. Walden's bargaining unit. The FCHR determined that there is no reasonable cause to believe that an unlawful employment practice occurred with respect to Mr. Walden.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kia Johnson has reviewed and approved this recommendation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.
